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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

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February 27, 2004

VIA HAND DELIVERY

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

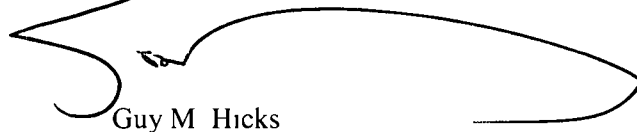
Re *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Telepak Networks, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00667

Dear Chairman Tate

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc and Telepak Networks, Inc

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

cc Wesley Goings, Telepak Networks, Inc
Charles L. McBride, Jr., Esq., Brunini, Grantham, Grower & Hewes, PLLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Telepak Networks, Inc 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 TELEPAK NETWORKS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Telepak Networks, Inc. ("Telepak") 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, Telepak and BellSouth state the following

1 Telepak 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 Telepak 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, Telepak 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 Telepak 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 Telepak and BellSouth aver that the Agreement is consistent with the standards for approval

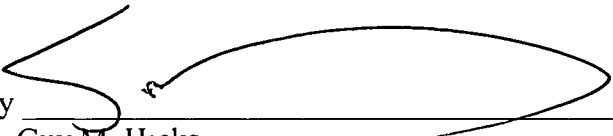
5 Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein

Telepak and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties

This 27 day of Feb., 2004

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By 

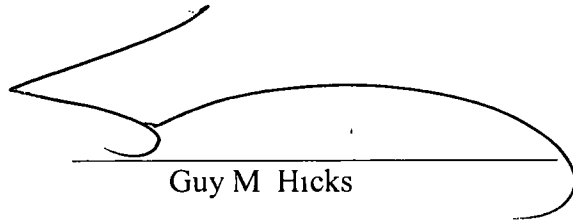
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 27th day of Feb., 2004

Wesley Gongs
Telepak Networks, Inc
125 South Congress Street, Suite 1830
Jackson, Mississippi 39210

Charles L McBride, Jr , Esq
Brunini, Grantham, Grower & Hewes, PLLC
248 East Capitol Street, Suite 1400
Jackson, Mississippi 39201



Guy M Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Telepak Networks, Inc.

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Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
Telepak Networks, Inc.

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Telepak Networks, Inc. (“Telepak Networks”), a Mississippi corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Telepak Networks 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, Telepak Networks is or may seek 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, Telepak Networks 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 Telepak Networks agree as follows:

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) calendar days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective ten (10) calendar 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, Telepak Networks agrees to provide BellSouth in writing Telepak Networks' CLEC certification for Alabama, Florida, Louisiana, Mississippi and Tennessee.

1.2 To the extent Telepak Networks is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Telepak Networks 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 This Agreement shall terminate on December 31, 2005 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, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.4 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
- 2.3 If, within one hundred and thirty-five (135) 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 Except as set forth in Section 2.4.1 below, notwithstanding the foregoing in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) calendar days written notice to the other Party. In the event BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Telepak Networks pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT). In the event that BellSouth's SGAT or BellSouth’s standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement and the terms of such Subsequent Agreement shall be effective as of the date of execution.
- 2.4.1 Notwithstanding Section 2.4 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.3 above, and (2) Telepak Networks either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date thereof.

3. Operational Support Systems

Telepak Networks shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

When Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks.

5. White Pages Listings

- 5.1 BellSouth shall provide Telepak Networks and its customers access to white pages directory listings under the following terms:
- 5.2 Listings. Telepak Networks shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Telepak Networks residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Telepak Networks and BellSouth subscribers.
- 5.2.1 Rates. So long as Telepak Networks provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Telepak Networks one (1) primary White Pages listing per Telepak Networks subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting Telepak Networks SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.4 Telepak Networks authorizes BellSouth to release all Telepak Networks SLI provided to BellSouth by Telepak Networks to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Telepak Networks SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.4.1 No compensation shall be paid to Telepak Networks for BellSouth's receipt of Telepak Networks SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Telepak Networks' SLI, or costs on an ongoing basis to administer the release of Telepak Networks SLI, Telepak Networks 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 Telepak Networks' SLI, Telepak Networks will be notified. If Telepak Networks does not wish to pay its proportionate share of these reasonable costs, Telepak Networks may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Telepak Networks shall amend this Agreement accordingly. Telepak Networks will be liable for all costs incurred until the effective date of the amendment.

- 5.4.2 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Telepak Networks under this Agreement. Telepak Networks shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Telepak Networks listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Telepak Networks any complaints received by BellSouth relating to the accuracy or quality of Telepak Networks listings.
- 5.4.3 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.5 Unlisted/Non-Published Subscribers. Telepak Networks will be required to provide to BellSouth the names, addresses and telephone numbers of all Telepak Networks customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff.
- 5.6 Inclusion of Telepak Networks End Users in Directory Assistance Database. BellSouth will include and maintain Telepak Networks subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Telepak Networks shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.7 Listing Information Confidentiality. BellSouth will afford Telepak Networks' directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.8 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.
- 5.9 Directories. BellSouth or its agent shall make available White Pages directories to Telepak Networks subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

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

- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Telepak Networks, 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 Telepak Networks 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 Telepak Networks End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to Telepak Networks. Where BellSouth is providing to Telepak Networks Telecommunications Services for resale or providing to Telepak Networks the local switching function, then Telepak Networks agrees that in those cases where Telepak Networks receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Telepak Networks End Users, and where Telepak Networks does not have the requested information, Telepak Networks 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 Telepak Networks Liability. The Parties acknowledge that at the time of the creation of this Agreement Telepak Networks consists of only one (1) single entity. In the event subsequently that Telepak Networks consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Telepak Networks under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Telepak Networks for any act or omission of another Telecommunications company providing services to Telepak Networks.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or

function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 7.3.3 Neither BellSouth nor Telepak Networks shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

8. Intellectual Property Rights and Indemnification

- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of Telecommunications Services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 8.3 Intellectual Property Remedies
- 8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of

such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

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

8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.3.2.2 obtain a license sufficient to allow such use to continue.

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

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

9. **Proprietary and Confidential Information**

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Telepak Networks, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies,

procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

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

10. Resolution of Disputes

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

11. Taxes

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

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

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

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

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

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

11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the

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

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

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

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

12. **Force Majeure**

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

control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Telepak Networks 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 upon the same terms and conditions as those provided in the 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 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 an amendment to this Agreement becomes necessary because Telepak Networks 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 Telepak Networks to notify BellSouth of said change and request such an amendment to this Agreement.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or the ability of Telepak Networks or BellSouth to perform any material terms of this Agreement, or that imposes an additional obligation upon either or both of the Parties of this Agreement, Telepak Networks or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

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

16. Indivisibility

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

17. Waivers

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

18. Governing Law

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

19. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this

Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Telepak Networks, 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, Telepak Networks shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Telepak Networks pays all bills, past due and current, under this Agreement, or (2) Telepak Networks' assignee expressly assumes liability for payment of such bills.

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Telepak Networks, Inc.

Telepak Networks, Inc.
125 South Congress Street, Suite 1830
Jackson, Mississippi 39210

Attention: Wesley Goings
wgoings@telepak.net

and

Charles L. McBride, Jr., Esq.
Brunini, Grantham, Grower & Hewes, PLLC
Attorneys at Law
248 East Capitol Street, Suite 1400
Jackson, Mississippi 39201
cmcbride@brunini.com

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

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Telepak Networks shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Telepak Networks. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Telepak Networks 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 Telepak Networks as a requesting carrier under the Act).

29. Rate True-Up

- 29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.
- 29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 10 of the General Terms and Conditions of this Agreement.
- 29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Telepak Networks specifically or upon all carriers generally, such as a generic cost proceeding.

30. Survival

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

31. Entire Agreement

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

contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. The Parties additionally hereby agree to incorporate within this Agreement those certain Amendments to the Interconnection Agreement between Telepak Networks, Inc. and BellSouth Telecommunications, Inc., dated March 16, 2001; these certain Amendments are dated June 7, 2002 and July 16, 2002, and are collectively known as the "Volume and Term (V&T) Agreement". The V&T Agreement has a term beginning on January 1, 2002 and extending to December 31, 2005.

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 Telepak Networks pursuant to the terms and conditions set forth in this Agreement. Telepak Networks may elect to purchase said services by written request to its Local Contract Manager if applicable:

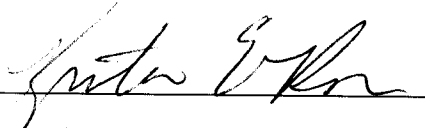
Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

32. **Conflicts**

32.1 In the event of a conflict between the V&T Agreement, and the General Terms and Conditions and/or the Attachments to this Agreement, the V&T Agreement shall control and take precedence.

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

BellSouth Telecommunications, Inc.

By: 

Name: KRISTEN E. ROWE

Title: DIRECTOR

Date: 1/21/04

Telepak Networks, Inc.

By: 

Name: Gregg Logan

Title: Vice President

Date: 1/19/04

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to Telepak Networks purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by Telepak Networks for the purposes of resale to Telepak Networks' End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D 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 Telepak Networks, 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks does not resell Lifeline services to any end users, and if Telepak Networks agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event Telepak Networks resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Telepak Networks 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 Telepak Networks must provide written notification to BellSouth within 30 days prior to 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 Telepak Networks may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Telepak Networks must resell services to other End Users.
 - 3.2.2 Telepak Networks cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 Telepak Networks 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 Telepak Networks for said services.

- 3.4 Telepak Networks 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 Telepak Networks. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Telepak Networks. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of Telepak Networks or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and Telepak Networks will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or Telepak Networks to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to Telepak Networks, BellSouth will provide Telepak Networks with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Telepak Networks acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Telepak Networks acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Telepak Networks shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

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

- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D 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 D 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 Telepak Networks 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. Telepak Networks will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Telepak Networks per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of the General Terms and Conditions.
- 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 Telepak Networks acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Telepak Networks that Special Assembly at the wholesale discount at Telepak Networks' option. Telepak Networks 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 Telepak Networks customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 will bill to Telepak Networks, and Telepak Networks shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Telepak Networks

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 Telepak Networks to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Telepak Networks 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 Telepak Networks for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 Telepak Networks may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

- 4.4 If Telepak Networks 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 Telepak Networks 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 Telepak Networks.
 - 4.5.4 Telepak Networks 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 guideline regarding such service 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 Telepak Networks 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 Telepak Networks accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Telepak Networks will contact the appropriate repair centers in accordance with procedures established by BellSouth.

- 5.5 For all repair requests, Telepak Networks shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Telepak Networks 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 Telepak Networks' End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Telepak Networks will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Telepak Networks' resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 6.2 Telepak Networks shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Telepak Networks 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 Telepak Networks' End User customer. Telepak Networks must, however, be able to demonstrate End User authorization upon request.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Telepak Networks to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Telepak Networks to such other CLEC. Upon completion of the conversion BellSouth will notify Telepak Networks that such conversion has been completed.

7. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an End User are as follows:
 - 8.1.1 BellSouth will deny service to Telepak Networks' End User on behalf of, and at the request of, Telepak Networks. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Telepak Networks.
 - 8.1.2 At the request of Telepak Networks, BellSouth will disconnect a Telepak Networks End User customer.

- 8.1.3 All requests by Telepak Networks for denial or disconnection of an End User for nonpayment must be in writing.
- 8.1.4 Telepak Networks will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Telepak Networks 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 Telepak Networks and/or the End User against any claim, loss or damage arising from providing this information to Telepak Networks. It is the responsibility of Telepak Networks to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)
- 8.0 Operator Services (Operator Call Processing and Directory Assistance)**
 - 8.1 Operator Services provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
 - 8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 8.2.1 Process 0+ and 0- dialed local calls
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to Telepak Networks end user's calling card that can be validated by BellSouth.
 - 8.2.4 Process person-to-person calls.
 - 8.2.5 Process collect calls.
 - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.2.7 Process station-to-station calls.
 - 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 8.2.10 Process operator-assisted directory assistance calls.

- 8.2.11 Adhere to equal access requirements, providing Telepak Networks local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to Telepak Networks that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Telepak Networks.
- 8.2.15 Provide call records to Telepak Networks in accordance with ODUF standards.
- 8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.3 Directory Assistance Service
 - 8.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Telepak Networks' end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit D to one of the provided listings.
 - 8.3.3 Directory Assistance Service Updates
 - 8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 8.3.3.1.1 New end user connections
 - 8.3.3.1.2 End user disconnections
 - 8.3.3.1.3 End user address changes
 - 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance
 - 8.4.1 BellSouth's branding feature provides a definable announcement to Telepak Networks 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 Telepak Networks'

name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit D.

- 8.4.2 BellSouth offers three branding offering option to Telepak Networks 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 Telepak Networks, the order is considered firm after ten (10) business days. Should Telepak Networks decide to cancel the order, written notification to Telepak Networks' BellSouth Account Executive is required. If Telepak Networks decides to cancel after ten (10) business days from receipt of the branding order, Telepak Networks shall pay all charges per the order.
- 8.4.4 Selective Call Routing using Line Class Codes (SCR-LCC)
 - 8.4.4.1 Where Telepak Networks resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Telepak Networks' end user calls to that provider through Selective Call Routing.
 - 8.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Telepak Networks to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
 - 8.4.4.3 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.
 - 8.4.4.4 Where available, Telepak Networks specific and unique line class codes are programmed in each BellSouth end office switch where Telepak Networks intends to service end users with customized OCP/DA branding. The line class codes specifically identify Telepak Networks' end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Telepak Networks intends to provide Telepak Networks-branded OCP/DA to its end users in these multiple rate areas.
 - 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require Telepak Networks to order dedicated transport and trunking from each BellSouth end office identified by Telepak Networks, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Telepak Networks

Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are as set forth in applicable BellSouth Tariffs.

- 8.4.4.6 The rates for SCR-LCC are as set forth in Exhibit D of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.4.7 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Telepak Networks to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.5 Branding via Originating Line Number Screening (OLNS)
 - 8.4.5.1 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, Telepak Networks shall not be required to purchase direct trunking.
 - 8.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Telepak Networks 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, Telepak Networks must submit a manual order form which requires, among other things, Telepak Networks' OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Telepak Networks shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Telepak Networks' purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Telepak Networks end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
 - 8.4.5.3 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit D of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Telepak Networks applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Telepak Networks shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit D of this Attachment.

- 8.4.5.4 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 Vehicles (NAV) equipment for which Telepak Networks requires service.
- 8.4.5.5 Directory Assistance customized branding uses:
 - 8.4.5.5.1 the recording of Telepak Networks
 - 8.4.5.5.2 the loading of-the recording in switch.
- 8.4.5.6 Operator Call Processing customized branding uses:
 - 8.4.5.6.1 the recording of Telepak Networks
 - 8.4.5.6.2 the loading of the_recording each switch
 - 8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

8. 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 Telepak Networks' Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Volume & Term Agreement

- 11.1 The Volume & Term ("V&T") Agreement between the Parties is included in this Attachment as Exhibit C. Although the effective date of the V&T Agreement predated this Interconnection Agreement, the expiration date of the V&T Agreement will coincide with the expiration date of this Interconnection Agreement, December 31, 2005.
- 11.2 Telepak Networks recognizes and agrees that the V&T Agreement is to be applied in accordance with Appendix II to the V&T Agreement and that all services that are included in the V&T Agreement will be purchased in accordance with the approved applicable BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to

the services shall apply unless and except to the extent this V&T Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this V&T Agreement shall control to the extent permitted by applicable law.)

- 11.2.1 Telepak Networks recognizes and agrees that the V&T Agreement applies only to Attachment 1 of the Interconnection Agreement and that the provisions of the Interconnection Agreement shall apply unless and except to the extent the V&T Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of the V&T Agreement shall control to the extent permitted by applicable law.)

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, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Telepak Networks.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Telepak Networks.

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

BellSouth for inclusion in BellSouth's LIDB. Telepak Networks 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 Telepak Networks, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to Telepak Networks' account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Telepak Networks of fraud alerts so that Telepak Networks 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 Telepak Networks pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Telepak Networks 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 Telepak Networks' data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify Telepak Networks end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Telepak Networks 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 Telepak Networks and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Telepak Networks. It shall be the responsibility of Telepak Networks and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. Telepak Networks will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Telepak Networks. BellSouth will not issue line-based calling cards in the name of Telepak Networks' individual End Users. In the event that Telepak Networks wants to include calling card numbers assigned by Telepak Networks in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

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

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
TELEPAK NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MARCH 16, 2001**

This Amendment to Interconnection Agreement ("Amendment") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and Telepak Networks, Inc., a Mississippi corporation ("Telepak Networks"). BellSouth and Telepak Networks may be individually referred to herein as "Party" and collectively as "Parties".

WHEREAS, BellSouth and Telepak Networks executed an Interconnection Agreement dated March 16, 2001, and amended on July 9, 2001, July 31, 2001, October 10, 2001, November 5, 2001, and May 3, 2002 (the "Interconnection Agreement"); and

WHEREAS, the Parties desire to amend the Interconnection Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Interconnection Agreement as follows:

1. The term of the Amendment shall begin on January 1, 2002, and shall terminate on December 31, 2005. The Parties acknowledge that the term of this Amendment exceeds the term of the Interconnection Agreement. The terms and conditions of this Amendment shall be incorporated into any subsequent interconnection agreement. If no such agreement is executed, this Amendment shall terminate on the date of the Interconnection Agreement with applicable termination liability as described in this Amendment.
2. The existing Interconnection Agreement is hereby amended to add the following, which shall be a new Attachment 1A to the Interconnection Agreement:
 - 1.0 Volume and Term
 - 1.1 Scope

This Amendment applies to the services specified in Appendix I provisioned within the states of Alabama, Florida, Louisiana, Mississippi, and Tennessee.

1.2 PURPOSE

BellSouth and Telepak Networks intend for Telepak Networks to purchase the services set forth in Appendix I at a Discount Level as set forth in Section 1.3.3. The specified services shall be purchased so that Telepak Networks will comply with the revenue commitment set forth in Section 2 below.

1.3 DEFINITIONS

- 1.3.1 “V&T Eligible Services” are those services listed in Appendix I.
- 1.3.2 “Annual Revenue Commitment” represents the agreed upon amount of billing to Telepak Networks by BellSouth for BellSouth’s V&T Eligible Services purchased by Telepak Networks each year that represent the revenue Telepak Networks agrees to achieve for the purposes of the V&T Agreement. Telepak Networks’ Annual Revenue Commitment is included in Appendix II of this Agreement.
- 1.3.3 “Discount Level” is the percentage reduction from the resale rate in addition to the applicable state-mandated resale discount applied monthly to the total recurring charges for the BellSouth services that are eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.
- 1.3.4 “A Contract Year” is the twelve-month period during the term of this Agreement beginning on January 1, 2002, the effective date of the Agreement, and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement.

2.0 ANNUAL REVENUE COMMITMENT

- 2.1 Telepak Networks agrees to an Annual Revenue Commitment in each Contract Year of the V&T Agreement as specified in Appendix II.
- 2.2 BellSouth and Telepak Networks agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Telepak Networks’ Annual Revenue Commitment. Telepak Networks’ progress toward meeting the Annual Revenue Commitment will be tracked by BellSouth and measured in resale billed dollars with a BellSouth bill date within the appropriate Contract Year.
- 2.3 Annual Revenue Commitment does not include services purchased by Telepak Networks from the BellSouth Federal or State Access Tariff.
- 2.4 Telepak Networks will receive credit for recurring charges that are waived due to BellSouth’s failure to meet service commitments.

3.0 DISCOUNT LEVELS

- 3.1 BellSouth shall apply a discount that is a percentage reduction off the total recurring charges within the total billed revenue associated with the Eligible Services based on tariff rates. Discount Levels shall be based on the Annual Revenue Commitment and are provided in Appendix II. The applicable Discount Level shall be selected from the Table contained in Appendix II.
- 3.2 Charges billed pursuant to Interconnection Agreements except as provided for herein, Federal or State Access Services tariffs, and billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, will not be subject to a Discount.
- 3.3 Discounts under this Agreement will be limited to an annual maximum total billed revenue associated with the V&T Eligible Services based on tariff rates as specified in Appendix II.

4.0 REGULATORY CONSIDERATIONS

- 4.1 Telepak Networks recognizes and agrees that the V&T Agreement is to be applied in accordance with Appendix II to this Amendment and that all services that are included in the V&T Agreement will be purchased in accordance with the approved applicable BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)
- 4.2 Telepak Networks acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to implementation of a V&T Agreement in certain states. BellSouth agrees to begin any necessary filings within 30 days after the execution of a V&T Agreement between BellSouth and Telepak Networks.

5.0 COMMITMENT REVISION

- 5.1 Telepak Networks agrees that if it fails to meet its Annual Revenue Commitment during a given Contract Year, BellSouth shall bill and Telepak Networks agrees to pay the difference between the Annual Revenue Commitment and the actual billed revenue discounted in accordance with the actual realized Tier Level as set forth in Appendix II. BellSouth will issue Telepak Networks a bill for any such resulting amount which shall be payable thirty (30) days after receipt thereof by the Customer. If Telepak

Networks exceeds the Annual Revenue Commitment, BellSouth agrees to credit the difference to Telepak Networks in accordance with Appendix II.

6.0 PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

- 6.1 For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the effective date of this Agreement and is not considered a Discount Eligible intraLATA Service. A New Service is an intraLATA service that has been tariffed by BellSouth after the effective date of the V&T Agreement. Telepak Networks may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement. If the New Service or Additional Service is added to the Discount Eligible Services listed in Appendix I, BellSouth and Telepak Networks may choose to renegotiate the Annual Revenue Commitment and Discount based upon the impact of the Additional Service or New Service.

7.0 ACQUISITION OF NEW BUSINESSES AND MERGER

- 7.1 In the event Telepak Networks acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under this Agreement, BellSouth shall review such request and in the event it determines the inclusion of these services is appropriate, BellSouth and Telepak Networks mutually agree to negotiate in good faith to amend this Agreement, the Annual Revenue Commitment levels in Appendix II, and the associated discounts, as appropriate to include such services in the V&T Agreement. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for the years following the True-Up.
- 7.2 In the event Telepak Networks merges with another entity, BellSouth, Telepak Networks, and the newly merged entity may mutually decide to, but Telepak Networks and/or the newly merged entity is under no obligation to, negotiate a new V & T Agreement. If this Agreement is renegotiated, it will not be considered a termination under Section 9 and no penalty will be assessed.
- 8.0 OTHER NEW BUSINESS OPPORTUNITIES
- 8.1 Further, in the event BellSouth offers services currently included in this Agreement or new services outside of its existing franchised territory and Telepak Networks subscribes to such services, BellSouth shall review with Telepak Networks such instances to determine the feasibility and/or criteria for including any of the subscribed services in the V&T Agreement.

9.0 TERMINATION LIABILITY

- 9.1 Notwithstanding anything to the contrary in the General Terms and Conditions, Telepak Networks shall have the right to terminate amendment, prior to expiration by providing BellSouth written notice of such termination 60 days prior to the effective date of the termination.
- 9.1.1 Notwithstanding anything to the contrary in the General Terms and Conditions, BellSouth shall have the right to terminate amendment, prior to expiration by providing Telepak Networks written notice of such termination 60 days prior to the effective date of termination, when the following condition applies:
- (1) If the Telepak Networks fails to meet the minimum Annual Revenue Commitment for the corresponding Contract Year as set forth in Tier 1 of Appendix II.
- 9.1.2 In the event Telepak Networks or BellSouth terminates the Amendment, Telepak Networks will be charged a termination charge equal to the accumulated V&T credits received during the Contract Year in which termination is effective.
- 9.2 The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to any BellSouth tariff or any other agreement for services not covered by this V&T Agreement.

10.0 TARIFF CHANGES

- 10.1 If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services ("Tariff Change") purchased by Telepak Networks and such price reductions cause Telepak Networks to be unable to meet its Annual Revenue Commitment under this Agreement, then the discounts for which Telepak Networks will be eligible under this agreement will be determined based on the revenue that Telepak Networks would have achieved at the rates applicable prior to the Tariff Change and at the volume of service actually achieved.

11.0 ANNUAL TRUE-UP

- 11.1 Within 90 days of the end of each Contract Year, BellSouth will conduct a review of Telepak Networks' revenue to BellSouth to determine if Telepak Networks achieved or exceeded its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BellSouth will calculate any adjustment in accordance with Section 5. Telepak Networks may commit to higher levels of spending and negotiate a future discount commensurate with this higher commitment level for subsequent years. During the Annual True-Up, BellSouth may conduct any necessary audits of Telepak Networks to verify that the services included in this Agreement were used by Telepak

Networks in accordance with the terms of the applicable tariffs to the extent such audit rights and procedures are set forth in the applicable tariff or the Interconnection Agreement.

Telepak Networks and BellSouth agree that any credit resulting from the Annual True-Up will be distributed to Telepak Networks as a credit on its bill for V&T Eligible Services within thirty (30) days of the Annual True-up in accordance with Section 5 and Appendix II.

Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Telepak Networks and shall be payable to BellSouth within thirty (30) days of the bill date.

12.0 BILLING

12.1 The Parties agree that the billing information currently being provided by BellSouth to Telepak Networks for the resale of General Subscriber Services Tariff (GSST) and Private Line services is acceptable for use under this Amendment in order to calculate the discount level set forth in Appendix II. In the event that any billing question or issue arises, the matter will be subject to the billing dispute provisions of the Interconnection Agreement.

12.2 The Parties agree to place all V&T eligible services under one Q account for each State in which Telepak Networks obtains services from BellSouth and that each such account will be designated as the V&T Q Account for the relevant State. The resale recurring revenue associated with the V&T Eligible services billed under the V&T Q account will be used to calculate V&T credits each month.

12.3 The V&T Discount Levels will be administered and applied using BellSouth's Customer Billing Relationships (CBR) system. CBR will apply the total discounts achieved based on the Annual Revenue Commitment one month in arrears. The reward will be applied to the Other Charges & Credits (OC&C) section of Telepak Networks' bill. The phrase assigned to identify the V&T credits in the OC&C section will be entitled "Rewards under Telepak Networks Resale V&T."

13.0 MISCELLANEOUS

13.1 Telepak Networks will be solely responsible for the identification of Telepak Networks accounts that are V&T eligible. Telepak Networks and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Telepak Network's failure to properly identify such account, unless the account is identified in the manner directed by BellSouth. Additional V&T eligible accounts may be added only by mutual agreement of the parties.

13.2 This Agreement shall be construed in accordance with the laws of the State of Georgia.

13.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth

Attn: Resale Product Manager
675 W. Peachtree St., NE
Mail Stop 34A51
Atlanta, GA 30375

Telepak Networks

Attn: Operations Manager
125 South Congress Street
Suite 1100
Jackson, MS 39201-3304

13.4 All of the other provisions of the Interconnection Agreement shall remain in full force and effect.

-. 13.5 Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Telepak Networks, Inc.

Signature on File
Signature

Gregg Logan
Printed Name

Vice President
Title

June 7, 2002

Date

BellSouth Telecommunications, Inc.

Signature on File
Signature

Jerry D. Hendrix
Printed Name

Assistant Vice President
Title

May 31, 2002

Date

Appendix I

V&T Eligible Services

This Agreement covers GSST and Private Line network transport services and other regulated business services that Telepak Networks may order pursuant to the applicable BellSouth tariff. These services are:

1. Business Services in A.3:
 - Single-line Business Service as defined in A3.7.2
 - Multi-line Service as defined in A3.7.4
 - Business Plus Service[®] as defined in A3.43
 - Complete Choice[®] for Business Package as defined in A3.45
2. Services in A40.1:
 - Customer Connection to Frame Relay Service
 - Back-up Capability
 - Frame Relay Service Feature Charges
3. Services in A.42:
 - ISDN Business Service as defined in A42.1
 - ISDN Residential Service as defined in A42.2
 - Primary Rate ISDN as defined in A42.3
4. Special Assembly SONET Rings
5. Private Line Services in B7:
 - MegaLink[®]
 - MegaLink[®] Channel Service
 - LightGate[®]
 - SMARTRing[®] Services
 - SyncroNet[®] Service
 - SMARTPath[®] Service
 - MegaLink[®] Plus Service
 - MegaLink[®] Light Service

If BellSouth changes the name of a particular service listed above, the newly-named service will continue to be offered under this Agreement. However, if BellSouth makes substantive changes in the service offerings listed above or offers a similar product not included in the list above, the Parties will negotiate in good faith an amendment to this V&T Agreement upon request of a Party.

Appendix II Annual Revenue Commitment

4 Year Agreement

Resale Revenue Achieved

Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Annual Maximum
1	\$4,554,000	\$5,692,500	\$7,400,250	\$9,620,325	\$12,506,423	\$16,258,349	\$21,135,854	\$41,269,217
2	\$5,009,400	\$6,261,750	\$8,140,275	\$10,582,358	\$13,757,065	\$17,884,184	\$23,249,439	\$45,396,139
3	\$5,510,340	\$6,887,925	\$8,954,303	\$11,640,593	\$15,132,771	\$19,672,603	\$25,574,383	\$49,935,753
4	\$6,061,374	\$7,576,718	\$9,849,733	\$12,804,653	\$16,646,048	\$21,639,863	\$28,131,822	\$54,929,328
Discount	6.50%	9.0%	10.5%	13.0%	15.5%	18.0%	19.50%	

The Minimum Annual Revenue Commitment for each year is listed in Tier 1. In the first year of the agreement the Discount level received each month by Telepak Networks will be reflected in the Tier which Telepak Networks selects. At the Annual True-Up, the actual tier achieved by Telepak Networks will be determined and any adjustment to the correct Discount received for that Contract Year will be made. Any additional Discounts will be distributed to Telepak Networks in the form of a credit on its bill. Any reduction in the actual Discount will be billed by BellSouth to Telepak Networks. At each Annual True-Up, Telepak Networks will select the Tier to be used for billing in the following Contract Year, but the Tier selected may not be below the Tier actually achieved in the prior Contract Year. BellSouth will continue to verify the accuracy of the discount each year at the Annual True-Up throughout the life of the Agreement. The maximum Discount Level provided for in this agreement is 19.50%. No higher Discount Level is available in the event that Telepak Networks exceeds Tier 7 in any Contract Year. The maximum revenue eligible for discounts under this Agreement in each contract term year is shown in the Table above. Further, the annual revenues from the Business Services identified in enumerated Item 1 of Appendix 1 can be used to satisfy no more than 10% of the Annual Revenue Commitment in a Contract Year.

**AMENDMENT
AMENDMENT
TO THE
AGREEMENT BETWEEN
TELEPAK NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MARCH 16, 2001**

Pursuant to this Amendment, (the "Amendment"), Telepak Networks, Inc. ("Telepak Networks"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 16, 2001 ("Agreement").

WHEREAS, BellSouth and Telepak Networks entered into the Agreement on March 16, 2001, and amended on July 9, 2001, July 31, 2001, October 10, 2001, November 5, 2001, May 3, 2002 and June 7, 2002 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. This Amendment deletes the tariff references in Appendix 1, V&T Eligible Services of the June 7, 2002, Volume and Term (V&T) Amendment, and adds the state specific tariff references as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated March 16, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Telepak Networks, Inc.

By: Signature on file

Name: J. Gregg Logan

Title: Vice President

Date: July 12, 2002

BellSouth Telecommunications, Inc.

By: Signature on file

Name: Patrick C. Finlen

Title: Managing Director

Date: July 16, 2002

EXHIBIT 1

Appendix I
Volume and Term
Eligible Services

State	<i>AL Tariff Section</i>	<i>FL Tariff Section</i>	<i>LA Tariff Section</i>	<i>MS Tariff Section</i>	<i>TN Tariff Section</i>
S.L. Bus. SVC	A.3.7.1	A.3.4.2	A.3.7.1	A.3.7.1	A.3.7.1
M.L. Bus SVC	A.3.7.1	A.3.4.2	A.3.7.1	A.3.7.1	A.3.7.1
Business Plus SVC	A.3.43	A3.43	A3.43	A3.43	A3.43
Complete Choice (Bus)	A.3.45	A3.45	A3.45	A.3.45	A.3.45
CC FR SVC	A.40.1	A40.1	A40.1	A40.1	A40.1
Back up Capability	A.40.1	A40.1	A40.1	A40.1	A40.1
FR SVC Feature Charges	A.40.1	A40.1	A40.1	A40.1	A40.1
ISDN Bus.	A.42.1	A.42.1	A.42.1	A.42.1	A.42.1
ISDN Res.	A.42.2	A.42.2	A.42.2	A.42.2	A.42.2
PRI	A.42.3	A.42.3	A.42.3	A.42.3	A.42.3
MegaLink	B.7	B.7	B.7	B.7	B.7
MegaLink Channel Service	B.7	B.7	B.7	B.7	B.7
LightGate	B.7	B.7	B.7	B.7	B.7
SmartRing Service	B.7	B.7	B.7	B.7	B.7
SyncroNet Svc	B.7	B.7	B.7	B.7	B.7
SmartPath Svc	B.7	B.7	B.7	B.7	B.7
Megalink Plus Service	B.7	B.7	B.7	B.7	B.7
Megalink Light Service	B.7	B.7	B.7	B.7	B.7

RESALE DISCOUNTS AND RATES - Alabama													Attachment: 1		Exhibit: D					
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 - Florida													Attachment: 1		Exhibit: D				
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									

RESALE DISCOUNTS AND RATES - Georgia											Attachment: 1		Exhibit: D								
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 %								20.30											
		Business %								17.30											
		CSAs %								17.30											
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								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									102.19	61.15	12.68	6.34							
ODUF/EODUF SERVICES																					
	OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message								0.0000068											
		ODUF: Message Processing, per message								0.002167											
		ODUF: Message Processing, per Magnetic Tape provisioned								36.06											
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010856											
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																					
		EODUF: Message Processing, per message								0.227409											

RESALE DISCOUNTS AND RATES - Kentucky													Attachment: 1		Exhibit: D					
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: D					
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 %							20.72										
		Business %							20.72										
		CSAs %							9.05										
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								82.25	82.25								
ODUF/EODUF SERVICES																			
	OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							0.0000117										
		ODUF: Message Processing, per message							0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned							48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.00010568										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message							0.250015										

RESALE DISCOUNTS AND RATES - Mississippi												Attachment: 1		Exhibit: D						
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 %								15.75										
		Business %								15.75										
		CSAs %								15.75										
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									85.19	85.19	14.19	14.19						
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message								0.0000063										
		ODUF: Message Processing, per message								0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned								49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010669										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.250424										

RESALE DISCOUNTS AND RATES - North Carolina											Attachment: 1		Exhibit: D				
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 %						21.50									
		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: D				
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 %						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: D									
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 %								16.00															
		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

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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 Telepak Networks 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 Telepak Networks (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 Telepak Networks 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 Telepak Networks used in the provision of a qualifying service, as defined by the FCC. Telepak Networks 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 Telepak Networks, and to the extent technically feasible, provide to Telepak Networks access to its Network Elements for the provision of Telepak Networks’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 Telepak Networks 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 by 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 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 Telepak Networks 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 Telepak Networks 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), Telepak Networks 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. Where no re-termination or physical rearrangement of circuits or service is required, Telepak Networks 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 Telepak Networks may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8.2 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.

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 Telepak Networks 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 Telepak Networks reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Telepak Networks 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 Telepak Networks shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Telepak Networks 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 Telepak Networks 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 Telepak Networks 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. Telepak Networks 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 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 Telepak Networks on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure 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 Telepak Networks. 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 For hybrid loops, where Telepak Networks seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Telepak Networks 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.

- 2.1.1.6 Telepak Networks 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 Telepak Networks'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 Telepak Networks 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 Telepak Networks 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), Telepak Networks 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 Telepak Networks (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Telepak Networks 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 Telepak Networks will be responsible for testing and isolating troubles on the Loops. Telepak Networks 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, Telepak Networks will be required to provide the results of the Telepak Networks test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once Telepak Networks 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 Telepak Networks reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Telepak Networks 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 Telepak Networks (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Telepak Networks 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 Telepak Networks to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Telepak Networks'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 Telepak Networks to order a specific time for OC to take place. BellSouth will make every effort to accommodate Telepak Networks's specific conversion time request. However, BellSouth reserves the right to negotiate with Telepak Networks 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. Telepak Networks may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Telepak Networks 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 Telepak Networks when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Telepak Networks'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 Telepak Networks 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)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Telepak Networks must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 **Bulk Migration**

2.1.9.1 If Telepak Networks 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, Telepak Networks 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, Telepak Networks 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/unec.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 Telepak Networks 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 Telepak Networks. Telepak Networks 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 Telepak Networks 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 Telepak Networks. 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 Telepak Networks 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. Telepak Networks 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 Telepak Networks or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Telepak Networks 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 by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.
- 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 Telepak Networks may access a total capacity of two (2) DS3s per 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 Telepak Networks.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Telepak Networks to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.2.5 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 Telepak Networks 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, Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 that are less than 18,000 feet in length.
- 2.5.3 For any copper loop being ordered by Telepak Networks which has over 6,000 feet of combined bridged tap will be modified, upon request from Telepak Networks, 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 Telepak Networks. 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 Telepak Networks 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), at rates 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 Telepak Networks 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. Telepak Networks 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 Telepak Networks 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 Telepak Networks desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Telepak Networks, Telepak Networks will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Telepak Networks is available at the location for which the ULM was requested, Telepak Networks 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, Telepak Networks 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 Telepak Networks 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 Telepak Networks. 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 Telepak Networks (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 Telepak Networks, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Telepak Networks 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 Telepak Networks to connect Telepak Networks'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 Telepak Networks may access the End User's customer premises wiring by any of the following means and Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks's responsibility to ensure there is no safety hazard, and Telepak Networks 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 Telepak Networks shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 Telepak Networks 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 Telepak Networks 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 Telepak Networks's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. Telepak Networks may request BellSouth to do additional work to the NID on a time and material basis. When Telepak Networks deploys its own local Loops in a multiple-line termination device, Telepak Networks shall specify the quantity of NID connections that it requires within such device.
- 2.8 **Sub-loop Elements**
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.
- 2.8.2 **Unbundled Sub-Loop Distribution**
- 2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make 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 Telepak Networks requests a UCSL and it is not available, Telepak Networks 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.

- 2.8.2.4.1 Upon request for USLD-INC from Telepak Networks, 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 Telepak Networks's use on this cross-connect panel. Telepak Networks 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, Telepak Networks 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. Telepak Networks'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 Telepak Networks is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Telepak Networks'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 Telepak Networks 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 Telepak Networks'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, Telepak Networks 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 Telepak Networks 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 Telepak Networks 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.
- 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 in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Telepak Networks will install UNTW Access Terminals for BellSouth at no additional charge.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Telepak Networks for each pair activated commensurate to the price specified in Telepak Networks'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, Telepak Networks 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 Telepak Networks has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Telepak Networks 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 Telepak Networks, 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 Telepak Networks 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 by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.

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 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 Telepak Networks 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 Telepak Networks information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Telepak Networks.
- 2.8.6.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Telepak Networks within twenty (20) business days after Telepak Networks submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Telepak Networks to connect Telepak Networks 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 Telepak Networks LMU information so that Telepak Networks can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Telepak Networks intends to install and the services Telepak Networks wishes to provide. This section addresses LMU as a preordering transaction, distinct from Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Telepak Networks 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 Telepak Networks's ability to provide advanced data services over the ordered Loop type. Further, if Telepak Networks 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. Telepak Networks 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 Telepak Networks 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 Telepak Networks needs further Loop information in order to determine Loop service capability, Telepak Networks 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/unec.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, Telepak Networks may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Telepak Networks may reserve up to three (3) Loop facilities.
- 2.9.3.2 Telepak Networks 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 Telepak Networks. During and prior to Telepak Networks placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Telepak Networks 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. Telepak Networks will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Telepak Networks does not reserve facilities upon an initial LMUSI, Telepak Networks'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 Telepak Networks has reserved multiple Loop facilities on a single reservation, Telepak Networks may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Telepak Networks, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Telepak Networks.

3 Line Sharing

3.1 General

- 3.1.1 Line Sharing is defined as the process by which Telepak Networks 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 Telepak Networks 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 Telepak Networks. 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, Telepak Networks 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, Telepak Networks 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 Telepak Networks, 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 Telepak Networks 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. Telepak Networks 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 Telepak Networks 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 Telepak Networks requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Telepak Networks 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 Telepak Networks desires to continue providing xDSL service on such Loop, Telepak Networks shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable,

BellSouth shall give Telepak Networks notice in a reasonable time prior to disconnect, which notice shall give Telepak Networks 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 Telepak Networks purchases the full stand-alone Loop, Telepak Networks may elect the type of Loop it will purchase. Telepak Networks will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Telepak Networks purchases a voice grade Loop, Telepak Networks acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If Telepak Networks reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Telepak Networks 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 Telepak Networks with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Telepak Networks 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 Telepak Networks 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 Telepak Networks'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 Telepak Networks in a central office in which Telepak Networks is located, Telepak Networks shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Telepak Networks shall pay the electronic or manual ordering charges as applicable when Telepak Networks 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 Telepak Networks'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 Telepak Networks access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Telepak Networks's xDSL equipment in Telepak Networks's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Telepak Networks with a carrier notification letter, informing Telepak Networks of change. Telepak Networks 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. Telepak Networks 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 Telepak Networks's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Telepak Networks's DS0 termination point as possible. Telepak Networks 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 Telepak Networks 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 Telepak Networks DS0 at such time that a Telepak Networks End User's service is established.
- 3.4 **CLEC Provided Splitter – Line Sharing**
- 3.4.1 Telepak Networks may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Telepak Networks 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 Telepak Networks in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Telepak Networks shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 Telepak Networks shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Telepak Networks is using a BellSouth owned splitter, Telepak Networks 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 Telepak Networks 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. Telepak Networks will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 Telepak Networks shall inform its End Users to direct data problems to Telepak Networks, 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 Telepak Networks, BellSouth will notify Telepak Networks. Telepak Networks 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, Telepak Networks 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 Telepak Networks'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 Telepak Networks provides its own switching or obtains switching from a third party, Telepak Networks may engage in line splitting arrangements with another CLEC using a splitter, provided by Telepak Networks, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 Where Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Telepak Networks or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Telepak Networks shall pay the rates for such services as described in Exhibit A.
- 3.9.5 BellSouth will provide Loop modification to Telepak Networks 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. Telepak

Networks will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

- 3.10.2 Telepak Networks shall inform its End Users to direct all problems to Telepak Networks or its authorized agent.
- 3.10.3 If Telepak Networks is not the data provider, Telepak Networks 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 Telepak Networks 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 signalling 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 Telepak Networks when Telepak Networks: (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 Telepak Networks 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 Telepak Networks 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 Telepak Networks'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 Telepak Networks 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 Telepak Networks local End User, or originated by a BellSouth local End User and terminated to a Telepak Networks 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 Telepak Networks the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Telepak Networks shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website located at <http://interconnection.bellsouth.com/products/docs/FLOWSPPT.pdf>.
- 4.2.8 Where Telepak Networks 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 Telepak Networks 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 Telepak Networks the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Telepak Networks 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 Telepak Networks 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 Telepak Networks selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Telepak Networks 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 Telepak Networks 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, Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks.

4.2.13 **Local Switching Interfaces.**

- 4.2.13.1 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks.
- 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 Telepak Networks'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 Telepak Networks's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Telepak Networks'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 Telepak Networks, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Telepak Networks. AIN SCR will provide Telepak Networks 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 Telepak Networks 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 Telepak Networks, the routing of Telepak Networks's End User calls shall be pursuant to information provided by Telepak Networks 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, Telepak Networks 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 Telepak Networks End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. Telepak Networks 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 Telepak Networks's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Telepak Networks, 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Telepak Networks'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 Telepak Networks 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, Telepak Networks specific and unique LCCs are programmed in each BellSouth end office switch where Telepak Networks intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Telepak Networks'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 Telepak Networks intends to provide Telepak Networks -branded OCP/DA to its End Users in these multiple rate areas.

- 4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Telepak Networks to order dedicated trunking from each BellSouth end office identified by Telepak Networks, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks are not already combined by BellSouth in the location requested by Telepak Networks 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 Telepak Networks 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 Telepak

Networks 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, Telepak Networks 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 Telepak Networks'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 defined by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.
- 5.2.5 Service Eligibility Criteria
 - 5.2.5.1 Telepak Networks must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
 - 5.2.5.1.1 Telepak Networks 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 Telepak Networks 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, Telepak Networks will have at least one (1) active DS1 local service interconnection trunk over which Telepak Networks 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 Telepak Networks'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 Telepak Networks failed to comply with the service eligibility criteria, Telepak Networks 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 , Telepak Networks did not comply in any material respect with the service eligibility criteria, Telepak Networks shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Telepak Networks did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Telepak Networks for its reasonable and demonstrable costs associated with the audit. Telepak Networks will maintain appropriate documentation to support its certifications.
- 5.2.7 In the event Telepak Networks converts special access services to UNEs, Telepak Networks 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 Telepak Networks if Telepak Networks'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 Telepak Networks 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 Telepak Networks 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 Telepak Networks's UNE port/Loop combinations. BellSouth will not bill Telepak Networks for 911 surcharges. Telepak Networks 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. 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. 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 Telepak Networks in addition to those specifically referenced in this Section 5 above, where available. To the extent Telepak Networks 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 Telepak Networks 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 Telepak Networks uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.
- 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 Telepak Networks.
- 6.1.2 BellSouth shall:
- 6.1.2.1 Provide Telepak Networks 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, Telepak Networks to connect such interoffice facilities to equipment designated by Telepak Networks, including but not limited to, Telepak Networks's collocated facilities; and
- 6.1.2.4 Permit, to the extent technically feasible, Telepak Networks 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 Telepak Networks.
 - 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 Telepak Networks 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 by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.

6.2.6 Technical Requirements

6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Telepak Networks 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. Telepak Networks 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, Telepak Networks 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, Telepak Networks's channelization equipment must adhere strictly to form and protocol standards. Telepak Networks 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 Telepak Networks 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 by the FCC, Telepak Networks may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Telepak Networks, BellSouth shall perform the routine network modifications.
- 6.4.3 Requirements
- 6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
- 6.4.3.2 Telepak Networks 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 Telepak Networks information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Telepak Networks. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Telepak Networks within twenty (20) business days after Telepak Networks submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Telepak Networks to connect Telepak Networks 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 Telepak Networks.

- 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 Telepak Networks's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Telepak Networks.
- 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, Telepak Networks 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 Telepak Networks any additional capabilities that are developed for LIDB during the life of this Agreement.
- 9.2.2 BellSouth shall process Telepak Networks's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Telepak Networks what additional functions (if any) are performed by LIDB in the BellSouth network.
- 9.2.3 Within two (2) weeks after a request by Telepak Networks, BellSouth shall provide Telepak Networks with a list of the customer data items, which Telepak Networks 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 Telepak Networks data to the LIDB shall be solely at the direction of Telepak Networks. Such direction from Telepak Networks 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 Telepak Networks data upon Telepak Networks'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 Telepak Networks customer records will be missing from LIDB, as measured by Telepak Networks audits. BellSouth will audit Telepak Networks records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Telepak Networks contact person to resolve the

status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Telepak Networks within one (1) business day of audit. Once reconciled records are received back from Telepak Networks, 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 Telepak Networks 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 Telepak Networks'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 Telepak Networks 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 Telepak Networks and BellSouth.
- 9.2.12 BellSouth shall prevent any access to or use of Telepak Networks 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 Telepak Networks in writing.
- 9.2.13 BellSouth shall provide Telepak Networks 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 Telepak Networks at least at parity with BellSouth Customer Data. BellSouth shall obtain from Telepak Networks the screening information associated with LIDB Data Screening of Telepak Networks 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 Telepak Networks under the BFR/NBR process as set forth in Attachment 11.
- 9.2.14 BellSouth shall accept queries to LIDB associated with Telepak Networks 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. Telepak Networks 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. Telepak Networks 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 Telepak Networks 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 Telepak Networks’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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks database, then Telepak Networks agrees to provide BellSouth with the Destination Point Code for Telepak Networks 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 Telepak Networks 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 Telepak Networks, 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 Telepak Networks's SS7 network to exchange TCAP queries and responses with a Telepak Networks SCP.

10.4.2 SS7 AIN Access shall provide Telepak Networks SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Telepak Networks 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 Telepak Networks 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 Telepak Networks or Telepak Networks-designated local switching systems to the BellSouth SS7 network:

10.4.3.1.1 An A-link interface from Telepak Networks local switching systems; and,

10.4.3.1.2 A B-link interface from Telepak Networks 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 Telepak Networks local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Telepak Networks switching system has a valid signaling relationship.

10.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Telepak Networks local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Telepak Networks 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 Telepak Networks from any signaling point or network interconnected through BellSouth's SS7 network where the Telepak Networks 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 Telepak Networks local signaling transfer point switches or Telepak Networks 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, Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Telepak Networks 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 Telepak Networks or Telepak Networks-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 Telepak Networks local or tandem switching systems; and
- 10.7.9.1.2 B-link interface from Telepak Networks 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 Telepak Networks local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Telepak Networks 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. Telepak Networks will be required to provide BellSouth daily updates to E911 database. Telepak Networks 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 Telepak Networks the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Telepak Networks after Telepak Networks provides End User information for input into the ALI/DMS database.
- 11.2.2 Telepak Networks 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 Telepak Networks the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 Telepak Networks 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 Telepak Networks's access to BellSouth's CNAM Database Services and shall be addressed to Telepak Networks's Local Contract Manager.
- 12.3 BellSouth's provision of CNAM Database Services to Telepak Networks requires interconnection from Telepak Networks 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, Telepak Networks shall provide its own CNAM SSP. Telepak Networks's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If Telepak Networks 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 Telepak Networks desires to query.
- 12.6 If Telepak Networks 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 Telepak Networks for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Telepak Networks in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks. 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 Telepak Networks service logic and data from unauthorized access.

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

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

- 13.6 BellSouth shall allow Telepak Networks 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 Telepak Networks 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 Telepak Networks 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 Telepak Networks 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		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
OPERATIONAL SUPPORT SYSTEMS (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	Interi m	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

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		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
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
PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting							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
		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		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			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 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 Local Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
	4-wire 64 kbps Local 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 4-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	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
	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	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)			UEPEX	UEPEX	84.32	203.81	101.56	79.18	20.06						
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPDX	UEPDX	84.32	203.81	101.56	79.18	20.06						
		Physical Collocation - DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1.11	22.03	15.93	6.40	5.79						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
		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	1,804.00		156.08							
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.14									
		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	0.0697	0.49									
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.0697	11.51									
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.049									
		Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	23.02									
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1.75										
		INTERFACE (Provsioning 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	14.53									
		New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	14.53									
		New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	14.53									
		New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	14.53									
		New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	14.53									
		New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	14.53									
		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	1.38	2.38	2.27	1.42	1.33						
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.38	2.38	2.27	1.42	1.33						
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTC	1.38	2.38	2.27	1.42	1.33						
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.38	2.38	2.27	1.42	1.33						
		Non-Recurring															
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10								
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.38	2.38	2.27	1.42	1.33						
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.38	2.38	2.27	1.42	1.33						

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	UEVJ	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

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	SOMEC	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	SOMEC	SOMAN	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	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.38	119.27	69.85	61.18	8.34						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.38	119.27	69.85	61.18	8.34						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.38	119.27	69.85	61.18	8.34						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.38	119.27	69.85	61.18	8.34						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.38	119.27	69.85	61.18	8.34						
		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	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.008838										
		FEATURES															
		All Features Offered			UEPFP	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			UEPFP	USAC2		8.48	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		8.48	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			22.40										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.88										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			44.17										
UNE Loop Rates																	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.38										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	22.85										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	36.14										
UNE Port Rate																	
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.02	207.31	73.74	107.14	11.20						
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.31	1.87								
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.31	1.87								
ADDITIONAL NRCs																	
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.78	26.78								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																	
Local Number Portability (1 per port)					UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	27.28										

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
	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	SOME C	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	
						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 - Design		2	UEP91		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37.29										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.14										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.15	90.38	57.27	48.66	8.77						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	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			UEP91	UEPY9	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	40.19	19.83	24.91	6.63						
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	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			UEP91	UEPQZ	1.15	90.38	57.27	48.66	8.77						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	40.19	19.83	24.91	6.63						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP91	LNPCc	0.35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	1.98										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	1.98										
	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	8.05	119.31	18.74	59.90	3.76						
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	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			UEP91	1PQWS	0.56										

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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
		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 Tjie 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	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	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			UEP9D	UEPY9	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	40.19	19.83	24.91	6.63						
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	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	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	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 Funtionality, 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	JAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP9E	JAROX	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 Funtionalty, 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	UEPVF	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	SOMEC	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
		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

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
		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 ULSCF																
**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					
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										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEc	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		7,737.00							
		End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69						
		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	44.93	44.93						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93						
		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	44.93	44.93						
		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	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86						
		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						

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 Channelization System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Voice Grade COCI - Per Month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Voice Grade COCI - Per Month			UNCVX	1D1VG	1.38	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 VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	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 - 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								
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	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 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	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) per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	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						

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
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23					
		3/1 Channel System in combination per month			UNCSX	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 the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45					
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45					
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45					
		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			UNCSX	UNCCC		8.98	8.98	8.98	8.98					
	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	22.20	127.59	60.54	42.79	2.81					
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81					
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0091									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - 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 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0091									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - 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					
	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	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					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			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 DS1 Channelization System Per Month			UNC1X	MQ1	146.77	101.42	71.62							
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	1.38	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					
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81					
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81					
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81					
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	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 combination per month			UNC1X	UC1D1	13.76	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
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	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 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	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 Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	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						
	Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	1.38	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 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	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	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 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each OCU-DP COCI (data) COCI 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 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	OCU-DP COCI (data) COCI in 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						

UNBUNDLED NETWORK ELEMENTS - Florida

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	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
	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	SOMEc	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						

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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	
						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 - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0091										
	FEATURES															
	All Features Offered			UEPFP	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			UEPFP	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			20.95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			39.58										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.24										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.40										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.87										
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	214.16	98.29								
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
	Telephone Number/Trunk Group Establishment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	22.63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	29.05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	45.84										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	15.25									
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	21.67									
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	38.46									
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	7.38	194.52	145.09							
	NONRECURRING CHARGES - CURRENTLY COMBINED															