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

guy hicks@bellsouth com

**Guy M Hicks**
General Counsel

615 214 6301
Fax 615 214 7406

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 Qwest Communications Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00068

Dear Chairman Tate

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc and Qwest Communications Corporation ("Qwest") Qwest has adopted the MCI WorldCom Interconnection Agreement dated June 17, 2003 and the amendments thereto except for Attachment 1 which has been amended and is attached to the Adoption Agreement The Term of this agreement is effective February 19, 2004 and expires June 16, 2005

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

cc General Counsel, Qwest Communications Corporation
Anne M Cullather, Senior Director Industry Affairs, Qwest Communications Corporation

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Qwest Communications Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No _____

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND QWEST COMMUNICATIONS CORPORATION PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

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

1 Qwest has adopted the MCI WorldCom Interconnection Agreement dated June 17, 2003 and the amendments thereto except for Attachment 1 which has been amended and is attached to the Adoption Agreement The term of this agreement shall be from the effective date of February 19, 2004 and shall expire on June 16, 2005 A copy of the Agreement and Amendments are attached hereto and incorporated herein by reference

2 Pursuant to Section 252(e) of the Telecommunications Act of 1996, Qwest 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 Qwest 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 Qwest 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

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

This 27th day of Feb., 2004

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By _____

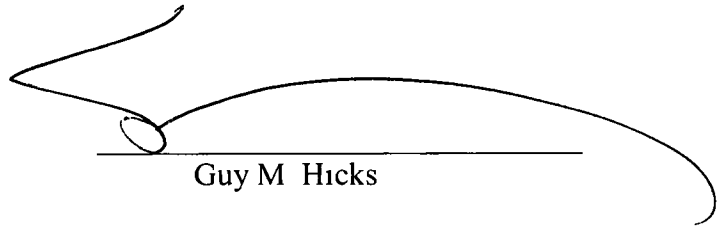
Guy M Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

## 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

General Counsel
Qwest Communications Corporation
1801 California
Denver, Colorado 80202-1984

Anne M Cullather
Senior Director Industry Affairs
Qwest Communications Corporation
4250 N Fairfax Drive
Arlington, VA 22204



Guy M Hicks

# BELLSOUTH® / CLEC Agreement

## Customer Name: MCI WorldCom Communications, Inc.

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**MCI WorldCom Communications, Inc.**

# MCI WorldCom Communications/BellSouth INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), effective _____, 2001 (the “Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. (“BellSouth”), a Georgia corporation, and MCI WorldCom Communications, Inc. (“MCIm”), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the “Service" or collectively as the "Services"). BellSouth and MCIm may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCIm wishes to purchase Services for resale to others and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such Services subject to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth’s facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”), the applicable rules and regulations of the Federal Communications Commission (“FCC”) in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCIm hereby mutually agree as follows:

# PART A
# GENERAL TERMS AND CONDITIONS

## Section 1. Scope of this Agreement

1.1 This Agreement, including General Terms and Conditions (Parts A and B), and all Attachments hereto, specifies the rights and obligations of each Party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect.

LIST OF ATTACHMENTS:

1. Price Schedule
2. Local Resale
3. Network Elements
4. Interconnection
5. Collocation
6. Rights of Way
7. Number Portability
8. Business Process Requirements
9. Ancillary Services
10. Performance Measurements

1.2 The Parties shall provide the Services pursuant to this Agreement. Except as provided in this Agreement, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder.

1.3 BellSouth must operate its network and provision Services in a manner that avoids unfair discrimination and anti-competitive effects, and must endeavor to provide MCIm with service of at least the same quality that it provides to itself.

## Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the Parties agree to do so on an expedited basis. If the Parties fail to

reach agreement, either Party may seek resolution pursuant to Section 22 (Dispute Resolution Procedures) of this Agreement. BellSouth shall be responsible for filing the Agreement with the appropriate regulatory authority. Filing fees will be divided equally between the Parties. To the extent public interest notice is required, MCIm shall be responsible for such publication, and the costs thereof shall be divided equally between the Parties.

*2.2.* In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

2.3 In the event that any effective and applicable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BellSouth to perform any material terms of this Agreement, or imposes new or modified rights or obligations on the Parties, or makes any provision hereof unlawful, or in the event a judicial or administrative stay of such action is not sought or granted, MCIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and effective) 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, either Party may invoke the procedures of Section 22 (Dispute Resolution Procedures) of this Part A.

2.4 The Parties intend that any additional services negotiated and agreed to by the Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

2.5 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to MCIm, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement. The adopted rates, terms, and conditions shall be effective as of the date the Parties sign an agreement or amendment incorporating such adopted rates, terms, or conditions.

Section 3. Term of Agreement

3.1 This Agreement becomes binding upon execution by the Parties and will continue for a period of 3 years, unless earlier terminated in accordance with Section 19 (Termination) of this Part A. No later than 270 days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions and prices of a follow-on Agreement for the provision of services to be effective on or before the expiration date of this

Agreement ("Follow-on Agreement").

3.2 If, within 135 days of commencing the negotiation referenced above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the State regulatory body to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. Sec. 252. The Parties agree that in such event they shall encourage the State regulatory body to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the State regulatory body does not issue its order by the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement to negotiate without State regulatory body intervention, the terms, conditions and prices ultimately ordered by the State regulatory body, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, and subject to subsection 3.3 below, BellSouth shall provide Services pursuant to the terms, conditions and prices of this Agreement that are then in effect.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with subsection 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to MCIm pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to MCIm pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement. Nothing herein shall be deemed to prevent MCIm from adopting an interconnection agreement between BellSouth and a third party pursuant to 47 CFR 51.809.

## Section 4. Charges and Payment

In consideration of the Services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1. The billing and payment procedures for charges incurred hereunder are set forth in Attachment 8.

Section 5. Assignment and Subcontract

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party upon written notice. The Parties agree to execute an amendment to this Agreement in a timely manner reflecting any 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.

5.2 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliates. No subcontractor or Affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each Party shall be responsible for obtaining and keeping in effect all FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and subject to Section 3 of these General Terms and Conditions, the Parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with federal and Tennessee substantive telecommunications law, where applicable. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 8. Relationship of Parties

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

Section 9. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

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

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

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

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services

provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.4 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.

10.5 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.

Section 11 Indemnification and Liability

11.1. Liability Cap.

11.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCIm, any MCIm customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCIm, any MCIm customer or any other person or entity shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of BellSouth; or 2) BellSouth's refusal to comply with the terms of this Agreement, provided that BellSouth's actions or inactions based upon a reasonable and good-faith interpretation of the terms of this Agreement shall not be deemed a refusal to comply. In addition, nothing in this Section shall be interpreted to limit the remedies, if any, provided for in Attachment 10 of this Agreement.

11.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with

any of the services provided by MCIm pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, MCIm's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of MCIm; or 2) MCIm's refusal to comply with the terms of this Agreement, provided that MCIm's actions or inactions, based upon a reasonable and good-faith interpretation of the terms of this Agreement, shall not be deemed a refusal to comply. In addition, nothing in this Section shall be interpreted to limit the remedies, if any, provided for in Attachment 10 of this Agreement.

11.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

11.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.

11.4 The Party providing services under this Agreement, its Affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

11.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.

11.6 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party’s counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party’s counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.7 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

11.8 Insurance

11.8.1 Each Party shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article XI and underwritten by insurance companies licensed to do business in the

states applicable under this Attachment and having a Best's Insurance Rating of A-VIII.

11.8.2 Each Party shall maintain the following specific coverage:

11.8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). The other Party shall be named as an Additional Insured on the Commercial General Liability policy(s) as specified herein.

11.8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

11.8.2.3 MCIm shall maintain All Risk Property coverage on a full replacement cost basis insuring all of MCIm's real and personal property situated on or within BellSouth's Central Office location(s).

11.8.3. All policies purchased by either Party shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. If either Party fails to maintain required coverage, the other Party may pay the premiums thereon and seek reimbursement of same from the Party failing to maintain required coverage. Required coverage must be effective upon execution of this Agreement.

11.8.4 Each Party shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 30 days after execution of this Agreement. Failure to meet this interval may result in construction and equipment installation delays. Each Party shall arrange for the other Party to receive thirty (30) days' advance notice of cancellation from an insurance company. Each Party shall forward a certificate of insurance and notice of cancellation/non-renewal to the other Party at the following addresses:

For BellSouth:

BellSouth Telecommunications, Inc.
Attn: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53

Atlanta, Georgia 30375

For MCIm:

To the general notice, provision in the Agreement.

11.8.5 For collocation, MCIm must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. BellSouth shall provide MCIm with a list of all such recommendations when they are made.

11.8.6 Self-Insurance: If either Party's net worth exceeds five hundred million dollars ($500,000,000), such Party may elect to request self-insurance status in lieu of obtaining any of the insurance required in subsections 11.8.2.1, 11.8.2.2 and 11.8.2.3. Such Party shall provide audited financial statements to the other Party. The other Party shall then review such audited financial statements and respond in writing to the Party desiring to self-insure in the event that self-insurance status is not granted to such Party. If self-insurance is approved, the self-insuring Party shall annually furnish to the other Party, and keep current, evidence of such net worth that is attested to by one of the self-insuring Party's corporate officers. The ability to self-insure shall continue so long as the self-insuring Party meets all of the requirements of this Section. If the self-insuring Party subsequently no longer satisfies this Section, such Party is required to purchase insurance as indicated by subsections 11.8.2.1, 11.8.2.2 and 11.8.2.3.

11.8.7 The net worth requirements set forth in subsection 8.7 may be increased by the non-self-insuring Party from time to time during the term of this Attachment upon thirty (30) days notice to the self-insuring Party.

11.8.8 Failure to maintain the insurance required in this Section will be deemed a material breach of this Attachment.

Section 12. Continuing Obligations

12.1 BellSouth agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself, its Affiliates, and other telecommunications carriers.

12.2 BellSouth agrees that it shall provide to MCIm on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this

Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

12.3. BellSouth agrees that it shall provide to MCIm nondiscriminatory access to, poles, ducts, conduits, and rights of way owned or controlled by BellSouth in accordance with the requirements of Section 224 of the Act.

12.4 The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

12.5 BellSouth agrees that it shall provide to MCIm, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

12.6 BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to MCIm in a competitively neutral fashion.

12.7 BellSouth agrees that it shall provide on a nondiscriminatory basis space on its premises for physical or virtual collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled network elements.

Section 13. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCIm: MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Attn: Vice President, Eastern Telco Line Cost

Copy to: Vice President & Chief Network Counsel
WorldCom, Inc.
22001 Loudoun County Parkway, Bldg. E1-3-610
Ashburn, VA 20147

Carrier Agreements
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

To BellSouth: AVP – MCIm Account Team
BellSouth Telecommunications, Inc.
1960 W. Exchange Pl., Ste. 402
Tucker, GA 30084

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 13.

Section 14. Remedies

All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 15. Waivers

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a

general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 16. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 19, 20, 24 and 25, and any other obligations expressly required to be performed after the expiration or termination of the Agreement.

Section 17. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations and shall resume performance in a nondiscriminatory manner.

Section 18. Posting of Agreements

By October 31, 2001, BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission.

Section 19. Termination

19.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

19.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment 8, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

19.1.2 If such material breach is for any failure to perform in accordance

with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this subsection 19.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

19.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at is sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

19.2 MCIm may terminate any Services provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, MCIm's liability shall be limited to payment of the amounts due for any terminated Service(s) provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 11, supra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to MCIm or another vendor such that the level and quality of the Services is not degraded and to exercise its best efforts to effect an orderly and efficient transition. MCIm agrees that it may not terminate the entire Agreement pursuant to this Section.

Section 20. Confidentiality and Publicity

20.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 20. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing, and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records, usage information in any

form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party's "Confidential Information").

20.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. If Recipient wishes to disclose the Disclosing Party's Confidential Information to a third party agent or consultant in order to perform Recipient's obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 20.

20.1.1.1 Notwithstanding the provisions of subsection 20.1.1, under no circumstances will BellSouth disclose MCIm's Confidential Information to, or permit access to MCIm's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take all reasonable actions to protect MCIm's Confidential Information. In the event that the retail operations, any employees thereof, or retail customer representatives of BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, possess or have knowledge of any MCIm Confidential Information, MCIm bears the burden of showing that the actions taken by BellSouth to protect the Confidential Information were not reasonable.

20.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or

governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

20.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 20 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 20. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20.2 CPNI related to MCIm's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be MCIm's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm customer expressly directs MCIm to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be BellSouth's Confidential Information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCIm may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter.

20.4 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the

execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

20.5 Except as otherwise expressly provided in this Section 20, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

20.6 The Parties' rights and obligations under this Section 20 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

Section 21. Audits and Inspections

21.1 The following audit procedures shall apply.

21.1.1 Subject to reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

21.1.2 The Party being audited shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice and charging for any underpayments for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Procedures described in this Part A.

21.1.3 The Parties shall cooperate fully in any such audit, providing the independent auditors reasonable access to employees and books, records and other documents reasonably necessary to assess the accuracy of the audited Party's bills.

21.1.4 Either Party may audit books, records and documents of the other Party more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the auditing Party's favor with an aggregate value of at least ten percent

(10%) of the amounts payable by the other Party for Services provided during the period covered by the audit.

21.1.5 Audits shall be at the auditing Party's expense, subject to reimbursement by the other Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the auditing Party hereunder by an amount that is, on an annualized basis, greater than ten percent (10%) of the aggregate charges for the Services during the period covered by the audit.

21.1.6 Upon (i) the discovery by the audited Party of overcharges not previously reimbursed to the auditing Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the other Party the amount of any overpayment with interest at the rate set forth in Attachment 8. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.2 The following shall apply to usage audits for call transport and termination:

21.2.1 Percent Local Usage. Each Party will report to the other a Percentage Local Usage ("PLU"). For purposes of developing the PLU, each Party shall consider every local call and every long distance call; provided, however, that the Parties may exclude transit traffic from the PLU calculation. To the extent either Party includes transit traffic in the total number of calls, such transit traffic will be subtracted from the total before such Party calculates or determines the PLU factor. BellSouth and MCIm shall provide a positive report by the first of January, April, July and October of each year updating the PLU. The originating Party shall use calling party number information, where available, to determine PLUs. Where calling party number information is not available, the originating Party shall use its best efforts to estimate an accurate PLU. Where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid. If a terminating Party elects to use its terminating recording technology information in lieu of originating Party self-reported factors, and the originating Party disputes the information used by the terminating Party, the originating Party shall provide the terminating Party with the originating Party's documentation in support of the originating Party's factors. If the Parties are still unable to resolve the matter, the Parties may pursue the dispute resolution procedures of this Agreement.

21.2.2 Percent Interstate Usage. For combined interstate and intrastate traffic carried over the same trunk groups, each Party will be required to provide a projected Percentage Interstate Usage ("PIU") to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid. If a terminating Party elects to use its terminating recording technology information in lieu of originating Party self-reported factors, and the originating Party disputes the information used by the terminating Party, the originating Party shall provide the terminating Party with the originating Party's documentation in support of the originating Party's factors. If the Parties are still unable to resolve the matter, the Parties may pursue the dispute resolution procedures of this Agreement.

21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU and PLU reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination of local traffic. The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. Either Party may request an audit for such purpose once each Contract Year. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

21.2.4 The Parties shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment and refunding any overpayment after the Parties have agreed upon the accuracy of the audit results. Such adjustments shall apply to usage for the calendar quarter in which the audit is completed, the quarter prior to completion of the audit, and two quarters following completion of the audit. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 22 of this Part A.

21.2.5 The Parties shall cooperate fully in any such usage audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic. If, as a result of an audit, either Party is found to have misstated the PLU or PIU or otherwise incorrectly reported the jurisdiction of traffic by twenty percentage points (20%) or more, to the detriment of the auditing Party, that Party shall reimburse the auditing Party for the cost of the audit.

21.3 For all audits conducted pursuant to this Section, the audited Party shall provide the auditing Party general office facilities, including, but not limited to, office space, telephones and fax machines for local and toll free calling, photocopying machines, and basic facilities such as restrooms and drinking water.

21.4 This Section 21 shall survive expiration or termination of this Agreement for a period of two (2) years.

Section 22. Dispute Resolution Procedures

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. Either Party may seek expedited resolution by the Commission. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 23. Bona Fide Request Process for Services

23.1 BellSouth shall, upon request of MCIm, and to the extent technically feasible, provide to MCIm access to its Services for the provision of MCIm's Telecommunications Service. Any request by MCIm for access to a Service that is not already available shall be treated as a Bona Fide Request. The Parties shall adhere to the process as agreed and described in Exhibit 1 to these General Terms and Conditions.

Section 24. Taxes

24.1 Definition

For purposes of this Section 24, 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 either of the Parties with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

24.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party

24.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

24.2.2 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.

24.3 Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party

24.3.1 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.

24.3.2 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.

24.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party. In the event of any

such contest, the purchasing Party shall furnish the providing Party with notice of the pending proceeding, copies of all filings in such proceeding, all correspondence between the purchasing Party and the taxing authority, the final resolution thereof and any action therein that would affect the providing Party's obligation to collect and remit.

24.3.4 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.

24.3.5 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.

24.3.6 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 thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

24.3.7 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.4 Taxes And Fees Imposed On Providing Party

24.4.1 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.

24.4.2 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.

24.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain

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 and fees to the providing Party. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

24.4.4 If, after consultation in accordance with the preceding subsection 24.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 22 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

24.4.5 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 with the imposing authority, 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.

24.4.6 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.

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

24.4.8 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.5 Mutual Cooperation

24.5.1 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.

Section 25. Responsibility for Environmental Contamination

25.1 MCIm shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any environmental hazard that MCIm did not introduce to the affected Work Location so long as MCIm's actions do not cause or substantially contribute to the Release of any Environmental Hazard. BellSouth shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

25.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or Release of any environmental hazard that BellSouth did not introduce to the affected Work Location, so long as BellSouth’s actions do not cause or substantially contribute to the Release of any Environmental Hazards. MCIm shall, at BellSouth’s request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys’ fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the Work Locations, or (ii) the presence or

Release of any environmental hazard for which MCIm is responsible under applicable law to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 26. Amendments and Modifications

26.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 27. Severability

27.1 Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 28. Headings Not Controlling

28.1 The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 29. Entire Agreement

29.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 30. Counterparts

30.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original, and such counterparts, shall together constitute one and the same instrument.

Section 31. Successors and Assigns

31.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 32. Construction

32.1 Unless the context clearly indicates otherwise, words described in this Section 32 should be construed to have the meanings given here. The word "shall" is used in this Agreement to mean, "has a duty to." The word "may" is used in this Agreement to mean, "is permitted to." The word "will" is used in this Agreement to denote a future event. The word "must" is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

Section 33 Revenue Protection

33.1 BellSouth shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. To the extent separate charges apply for such features, the charges will be as set forth in Attachment 1 to this Agreement.

Section 34 Law Enforcement Interface

34.1 BellSouth shall provide seven days per week/24 hours per day (i) installation and information retrieval pertaining to traps, (ii) assistance involving emergency traces and (iii) information retrieval on Customer invoked CLASS services, including, but not limited to, call traces requested by MCIm. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

Section 35. Subpoenas and Court Orders

35.1 For MCIm resold services and where BellSouth provides local switching to MCIm, BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to MCIm end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. MCIm agrees that in cases where MCIm receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to MCIm end users, MCIm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. In cases where the timing of the response to the law enforcement agency prohibits MCIm from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, MCIm will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to MCIm and bill MCIm for the information. MCIm agrees to reimburse BellSouth for the call detail information provided. BellSouth will redirect subpoenas and court ordered requests for MCIm end user and/or other customer information to MCIm when BellSouth does not have the information requested.

36. Description of Days.

36.1 Unless otherwise indicated, all time periods described in days shall refer to calendar days.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

| MCI WorldCom Communications, Inc. | BellSouth Telecommunications, Inc. |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

# EXHIBIT 1

## BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when MCIm requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.

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

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

1.3 Within five (5) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

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

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide MCIm with a firm Bona Fide Request quote which must include at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless MCIm agrees otherwise, all proposed prices shall be the pricing principles

of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services, purchased under a Bona Fide Request must be made as specified in this Agreement, unless otherwise agreed to by MCIm.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, MCIm shall notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bone Fide Request and MCIm deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in this Agreement may be used by either Party to reach a resolution.

# PART B -- DEFINITIONS

For purposes of this Agreement, certain terms have been defined here and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined term. Unless the context clearly indicates otherwise, any term defined or used in the singular includes the plural, and any term defined or used in the masculine includes the feminine and the neutral, as applicable. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Part B are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of a term set forth in the Act and in this Agreement (including the Attachments and Appendixes), the definition set forth in the Act takes precedence. In the event of any disagreement between any specific definition of a term set forth in an Attachment or Appendix and in this Part B, the definition set forth in the Attachment or Appendix takes precedence.

1. "ACCESS SERVICE REQUEST" or "ASR" means the industry standard forms and supporting documentation used for ordering Switched Access Service. The ASR may also be used to order trunks and facilities for Local Interconnection.

2. "ACCESS TANDEM SWITCHES" are switches used to connect and switch traffic between End Office Switches, Interexchange Carriers, and other LEC switches.

3. "ACT" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

4. "ADVANCED INTELLIGENT NETWORK" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

5. "ADVANCED SERVICES" refers to high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video telecommunications using any technology.

6. "AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this paragraph, "own" or "control" means to own an equity interest (or equivalent) of more than 10%.

7. "APPLICABLE LAW" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the Commission, and any

effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

8. "APPLICATION-TO-APPLICATION INTERFACE" means an electronic method of information exchange and interoperable transaction processing between a BellSouth OSS Function (a server) and MCIm's OSS application (another server). An Application-to-Application Interface requires only a single point of manual data entry, with the data transmitted and processed electronically via transaction sets between MCIm's and BellSouth's OSS applications. This is in contrast to a Graphic User Interface (GUI) web-browser where a CLEC provides data into BellSouth's OSS application (server) interface.

9. "APPOINTMENT DATE" or "DUE DATE" means the specific date on which the requested service is to be available to the Customer or to MCIM, as applicable.

10. "ATIS" or "ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS" is a North American telecommunication industry standards forum which through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability for telecommunications products and services.

11. "AUTOMATED MESSAGE ACCOUNTING" or "AMA" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

12. "AUTOMATIC LOCATION IDENTIFICATION" or "ALI" is the automatic display at the Public Safety Answering Point ("PSAP") of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

13. "AUTOMATIC LOCATION IDENTIFICATION/DATABASE MANAGEMENT SYSTEM" or "ALI/DBMS" is an E911 database containing subscriber location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

14. "AUTOMATIC NUMBER IDENTIFICATION" or "ANI" is a telephone number associated with the access line from which a call originates.

15. "AUTOMATIC ROUTE SELECTION" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

16. "BASIC 911" or "911" routes a call to one centralized PSAP answering location, with no ALI or ANI delivery.

17. "BILL DATE" means the date on which a bill is prepared.

18. "BILLING" involves the provision of appropriate usage data along with all other appropriate charges by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports, as needed. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

19. "BINDER GROUPS" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

20. "BRIDGE TAPS" means the currently unused sections of a twisted pair subtending the loop between the End User and the serving wire center or extending beyond the End User's location.

21. "BUSY LINE VERIFY/BUSY LINE VERIFY INTERRUPT" or "BLV/BLVI" means a service in which the caller requests an operator to confirm the busy status of a line, or requests an interruption of the call.

22. "CALLING PARTY NUMBER" or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

23. "CARRIER" See Telecommunications Carrier.

24. "CARRIER ACCESS BILLING SYSTEM" or "CABS" is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of Switched access service and other connectivity services.

25. "CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching facility where subscribers' lines are joined to switching equipment for connecting subscribers to each other, locally and long distance.

26. "CENTRALIZED AUTOMATIC MESSAGE ACCOUNTING" or "CAMA" trunks are trunks using MF signaling protocol used to record billing data.

27. "Centralized Message Distribution System" or "CMDS" means the national operation system that Local Exchange Carriers use to exchange EMI formatted data among host companies.

28. "CHARGE NUMBER" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party. Charge Number frequently is not the CPN (Calling Party Number).

29. "CLC" or "CARRIER LIAISON COMMITTEE" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIM publish business process rules for their respective areas of concern.

30. "COLLOCATION" refers to the right of MCIm to place certain equipment in BellSouth's Premises for the purposes of Interconnection or access to unbundled Network Elements as specified in Attachment 5.

31. "COMMERCIAL MOBILE RADIO SERVICE" or "CMRS" is a mobile radio communication service, provided for profit, interconnected to the public switched network and available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Also sometimes referred to as wireless service, including cellular and PCS.

32. "COMMISSION" means the state regulatory body with jurisdiction over intrastate telecommunications.

33. "COMMON CHANNEL SIGNALING" or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call.

34. "COMPETITIVE LOCAL EXCHANGE CARRIER" or "CLEC" is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

35. "CONDUIT" is a tube or similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

36. "CONFIDENTIAL INFORMATION" has the meaning set forth in Part A of this Agreement.

37. "CONNECTIVITY BILL" means a bill for Connectivity Charges.

38. “CONNECTIVITY CHARGES” means those charges incurred by a Party as a result of purchasing services from the other Party under this Agreement.

39. “CONTRACT YEAR” means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

40. "CONTROL OFFICE" is an exchange carrier operations center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

41. “COORDINATED CUT-OVER” is the coordination of all cut-over activities that may be associated with porting of a telephone number from the Old Service Provider to the New Service Provider.

42. “CROSS CONNECTION” means a connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers of the appropriate bandwidth and medium that attach to connecting hardware on each end.

43. “CUSTOM CALLING FEATURES” comprise a group of special services provided via a Central Office Switch. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and AIN-type services.

44. “CUSTOM LOCAL AREA SIGNALING SERVICE” or “CLASS” is a set of call management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area (“LATA”).

45. “CUSTOMER” is a Person to whom a Party provides or has agreed to provide a specific service or set of services. Customer includes Telecommunication Carriers.

46. “CUSTOMER PREMISES EQUIPMENT” or “CPE” is telecommunications equipment employed on the premises of an End User to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

47. "CUSTOMER USAGE DATA" means the Telecommunications Service usage data of an MCIm Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by BellSouth AMA equipment and forwarded to MCIm.

48. “DARK FIBER” is as defined in Attachment 3 of this Agreement.

49. “DATA COMMUNICATIONS CHANNEL” or “DCC” is a three-byte 192 Kbps portion of the SONET signal containing alarm, surveillance and performance information.

50. “DATABASE MANAGEMENT SYSTEM” or “DBMS” is a system of manual procedures and computer programs used to create, store, sort, manipulate and update the data required to provide Selective Routing and ALI.

51. “DEDICATED TRANSPORT” is as defined in Attachment 3 of this Agreement.

52. “DESIRED DUE DATE” means the desired service activation date as requested by MCIm on a service order.

53. “DIALING PARITY” means that a Person that is not an Affiliate of a Local Exchange Carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code or dialing of extra digits, their Telecommunications to the Telecommunications Services provider of the Customer’s designation from among two or more Telecommunications Services providers.

54. “DIGITAL CROSS-CONNECT SYSTEM” or “DCS” is as described in Attachment 3 of this Agreement.

55. "DIGITAL SIGNAL LEVEL 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

56. "DIGITAL SIGNAL LEVEL 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

57. "DIGITAL SIGNAL LEVEL 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

58. “ DIGITAL SUBSCRIBER LOOP” or “DSL” is as described in Attachment 3 of this Agreement.

59. “DIRECTORY ASSISTANCE DATABASE” refers to any BellSouth Database through which BellSouth provides live or automated operator-assisted Directory Assistance Service.

60. “DIRECTORY ASSISTANCE SERVICE” includes, but is not limited to, making available to customers, upon request, information contained in Directory Listings. Directory Assistance Service may include the option to complete the call at the Customer’s direction.

61. “DIRECTORY LISTINGS” are any information identifying the listed names of End Users of a Telecommunications Carrier and such End User’s telephone numbers, addresses or primary advertising classifications, or any combination of such listed names, numbers, addresses or classifications that the Telecommunications Carrier or Affiliate has provided or published, caused to be published, or accepted for publication in any directory format including, but not limited to, traditional

white/yellow page directories, specialty directories, CD ROM and other electronic formats.

62. “DISCLOSING PARTY” has the meaning set forth in of Part A of this Agreement.

63. “EFFECTIVE DATE” is the date indicated in Part A of this Agreement on which the Agreement shall become effective.

64. "ELECTRONIC BONDING" is a method of OSS Interoperability defined and approved by ATIS that can use GDMO data models and CMIP/CMISE for secure transport.

65. “ELECTRONIC FILE TRANSFER” means any system or process that utilizes an electronic format and protocol to send or receive data files.

66. “END OFFICE SWITCHES” are switches from which End Users’ Telephone Exchange Services are directly connected and offered.

67. “END USER” means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier.

68. “ENHANCED 911 SERVICE” or “E911” is a service provided to emergency telephone response agencies which includes network switching, database and CPE elements capable of providing Selective Routing, selective transfer, fixed transfer, ANI and ALI.

69. "ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, but not limited to the following: the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

70. “EXCHANGE ACCESS” means the offering by a LEC of services or facilities to an IXC for the purpose of the origination or termination of Telephone Toll Services.

71. “EXCHANGE MESSAGE INTERFACE ” or “EMI” means the system used among ILECs for exchanging Telecommunications message information for billable, non-billable, sample, settlement and study data. EMI format is contained in BR-010-200-010 CRIS EMI, published by Bellcore and which defines the industry standard for EMIs.

72. "EXTENDED AREA SERVICE" or "EAS" is a type of telephone service (both optional and non-optional) defined in BellSouth tariffs whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

73. "FCC" means the Federal Communications Commission.

74. "FIBER MEET" is a joint Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interconnection).

75. "FIRM ORDER CONFIRMATION" or "FOC" is as described in Attachment 8 of this Agreement.

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

77. "INTERIM NUMBER PORTABILITY" or INP is a method of number portability, such as Remote Call Forwarding ("RCF") as described in this Agreement.

78. "INTEGRATED SERVICES DIGITAL NETWORK" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

79. "INTERCONNECTION" is the linking of the BellSouth and MCIm networks for the mutual exchange of traffic as described in Attachment 4 of this Agreement.

80. "INTERCONNECTION ACTIVATION DATE" is the date that the construction of the Interconnection arrangement has been completed, and all necessary trunk groups have been established, tested and accepted by the Parties.

81. "INTERNET SERVICE PROVIDER" OR "ISP" means a provider of services offered over common carrier telecommunications facilities which employ computer processing applications, ISPs combine computer processing, information storage,

protocol conversion, and routing with transmission to enable users to access internet content and services. Internet Service Providers are a subset of Information Service Providers; either can be referred to as ISPs; both are a subset of Enhanced Service Providers (ESPs).

82. "LOCAL INTERCONNECTION TRUNKS/TRUNK GROUPS" is described in Attachment 4 of this Agreement.

83. "INTEREXCHANGE CARRIER" or "IXC" means a provider of interexchange Telecommunications Services.

84. "INTERLATA TRAFFIC" describes Telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

85. "INTRALATA TRAFFIC" describes Telecommunications between points located within a Local Access and Transport Area.

86. "INTRALATA TOLL TRAFFIC" describes IntraLATA Traffic outside the Local Calling Area or EAS of the originating Party.

87. "INTEROFFICE FACILITIES" or "INTEROFFICE TRANSPORT" include Dedicated Transport and Shared Transport, which are further defined in this Agreement.

88. "JOINT OPTICAL INTERCONNECTION" or ("JOI") means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) using a Synchronous Optical Network ("SONET") Transmission System.

89. "LERG REASSIGNMENT" or "NXX REASSIGNMENT" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

90. "LINE INFORMATION DATA BASE" or "LIDB" is the database application that resides on a Service Control Point (SCP) that provides such functions as calling card validation for telephone line number cards and validation for collect and billed-to-third party services.

91. "LINE SIDE" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to Customer Premise Equipment.

92. " LOCAL NUMBER PORTABILITY" or "LNP" means the method of number portability that utilizes a Location Routing Number or LRN for providing called party routing information and that complies with the performance criteria set forth in 47 C.F.R. § 52.23(a).

93. "LOCAL ACCESS TRANSPORT AREA" or "LATA" is as defined in the Act.

94. "LOCAL CALLING AREA" is as defined by the Commission.

95. "LOCAL EXCHANGE CARRIER" or "LEC" is as defined in the Act.

96. "LOCAL EXCHANGE ROUTING GUIDE" or "LERG" is a Telcordia product that is sold to and used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

97. "LOCAL RESALE" is as described in Attachment 2 of this Agreement.

98. "LOCAL SERVICE ORDERING GUIDE" or "LSOG" is a document developed by the OBF as industry guidelines for ordering and billing processes.

99. "LOCAL SERVICE REQUEST" or "LSR" means the forms and supporting documentation used for ordering local services.

100. "LOCAL TRAFFIC" is as defined in Attachment 4 of this Agreement.

101. "LOOP CONCENTRATOR" is as described in Attachment 3 of this Agreement.

102. "LOOP" is as defined in Attachment 3 of this Agreement.

103. "LOCATION ROUTING NUMBER" or "LRN" means a unique 10-digit number assigned to a central office switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the location Routing Number that corresponds with the switch serving the dialed telephone number. Based on the Location Routing Number, the querying carrier then routes the call to the switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

104. "MASTER STREET ADDRESS GUIDE" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated Emergency Service Numbers to enable proper routing of 911 calls.

105. "MEET POINT" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

106 "MEET POINT BILLING" is described in Attachment 4 of this Agreement.

107. "MULTIPLE EXCHANGE CARRIER ACCESS BILLING" or "MECAB" means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for

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

108. "N-1 CARRIER" means the carrier in the call routing process immediately preceding the terminating carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

109. "NATIONAL EMERGENCY NUMBER ASSOCIATION" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

110. "NETWORK ELEMENT" means a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

111. "NETWORK ELEMENT PLATFORM" or "UNE-P" means the Combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in BellSouth's Central Office switch., and (at MCIm's option and where permitted) Operator Systems and Directory Assistance without separately ordering each element or disconnecting and reconnecting any aspect of a Customer's service.

112. "NETWORK INSTALLATION AND MAINTENANCE COMMITTEE" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for maintenance and repair or trouble administration.

113. "NETWORK INTERFACE DEVICE" or "NID" is as described in Attachment 3 of this Agreement.

114. "NEW SERVICE PROVIDER" means the Party to which a subscriber switches its local exchange service or the Party to which a subscriber is porting its telephone number(s).

115. "911 DATABASE RECORDS" are the subscriber records to be provided by MCIm to BellSouth for inclusion in BellSouth's 911/E911 DBMS.

116. "911 SERVICE" means a three-digit universal telephone number (9-1-1) which gives the public direct access to a public safety agency.

117. “NORTH AMERICAN NUMBERING COUNCIL” or “NANC” is the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

118. “NORTH AMERICAN NUMBERING PLAN” or “NANP” is the system of telephone numbering employed in the United States, Canada and certain Caribbean countries.

119. “NUMBER PORTABILITY” or “NP” means the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

120. “NUMBER PORTABILITY ADMINISTRATION CENTER“ or “NPAC” is one of the regional number portability centers involved in the dissemination of data associated with ported numbers.

121. “NUMBERING PLAN AREA” or “NPA” is also sometimes referred to as an area code and the three digit indicator that is defined by the “A,” “B” and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A “Non-Geographic NPA," also known as a “Service Access Code” (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

122. “NXX,” “NXX CODE,” “CENTRAL OFFICE CODE,” or “CO CODE” is the three digit switch entity indicator which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

123. “OPERATOR SERVICES” are any automatic or live assistance to a Customer to arrange for billing or completion of a telephone call including, but not limited to:

1) Operator assistance for call completion (e.g. collect calls).

2) Operator assistance for billing after the subscriber has dialed the called number (e.g. credit card calls).

3) Special services (e.g. BLV/BLVI, calls to Emergency Response Agencies, operator-assisted directory assistance services).

4) General assistance.

124. "ORDERING AND BILLING FORUM" or "OBF" means the forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and billing.

125. "OLD SERVICE PROVIDER" means the Party from which a subscriber switches its local exchange service or the Party from which a subscriber is porting its telephone number(s).

126. "ORIGINATING LINE INFORMATION" or "OLI" is a CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

127. "P.01 TRANSMISSION GRADE OF SERVICE" means a circuit switched trunk facility provisioning design standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average time-consistent busy hour.

128. "PACKET SWITCHING" is as defined in Attachment 3 of this Agreement.

129. "PARITY" is as defined for Local Resale in 47 CFR § 51.603; for unbundled Network Elements in 47 CFR § 51.311; and for Interconnection in 47 CFR § 51.305.

130. "PARTY" means either BellSouth or MCIm; "PARTIES" means both MCIm and BellSouth.

131. "PASSBAND" is a method for DSL implementation associated with ADSL where the systems generate two or more channels well above the voiceband that contain amplitude and phase modulated signals similar to those used by analog modems. Because data traffic is carried in the higher frequency channels, the lower portion of the spectrum is free to support voice service. Passband systems have a frequency whose lower limit is at a non-zero frequency and require a "splitter" at each end to separate the voice and data signals.

132. "PERFORMANCE STANDARD" has the meaning set forth in Attachment 10.

133. "PERSON" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

134. "POINT OF INTERCONNECTION" is described in Attachment 4.

135. "POLE ATTACHMENT" means the connection of a facility to a utility pole..

136. "PORT" or "PORT ELEMENT" means a termination point in the End Office Switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for Line or Trunk Side facilities connected to the End Office switch. Each

Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

137. ”POTS” means plain old telephone service.

138. “POWER SPECTRAL DENSITY (PSD) MASKS” are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

139. “PREMISES” is as defined in Attachment 5 of this Agreement.

140. “PUBLIC SAFETY ANSWERING POINT” or “PSAP” is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

141. “PUBLIC SWITCHED NETWORK” refers to the worldwide voice telephone network accessible to all those with telephones and access privileges.

142. “RATE CENTER” identifies the specific geographic point associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of Telephone Exchange Services. The Rate Center is a geographic point identified by a tariffed vertical and horizontal (V&H) coordinate. Rate Center V&H coordinates are used in the toll message rating process to measure distances between Rate Centers.

143. "REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

144. "RELEASE" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

145. “REMOTE CALL FORWARDING” or “RCF” is as described in Attachment 7 of this Agreement.

146. “REMOTE TERMINAL” or “RT” means a cabinet, vault or similar structure at an intermediate point between the End User and BellSouth’s Central Office, where Loops are aggregated and hauled to the Central Office or serving Wire Center.

147. “RESELLER” is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another LEC through the purchase of wholesale priced Telecommunications Services for resale to their End User.

148. “RESERVED NUMBERS” means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific subscriber’s future use.

149. “SELECTIVE ROUTER” means the equipment necessary for Selective Routing.

150. “SELECTIVE ROUTING” is the automatic routing of E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

151. “SERVICE CONTROL POINT” or “SCP” means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

152. “SERVICE CREATION ENVIRONMENT” is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

153. “SERVICE PROVIDER IDENTIFICATION” or “SPID” is the number that identifies a service provider to the relevant NPAC. The SPID may be a state-specific number.

154. “SERVICES”- As used in this agreement includes interconnection, local resale, ancillary services and the purchase of unbundled network elements (individually referred to as the “service" or collectively as the "services").

155. “SHARED (Common) TRANSPORT” is 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 the BellSouth network.

156. “SIGNALING LINK TRANSPORT” is a set of two or four dedicated 56 Kbps transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

157. “SIGNAL TRANSFER POINT” or “STP” performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query databases for Advanced Services.

158. “SIGNALING SYSTEM 7” or “SS7” is an out-of-band signaling protocol consisting of four basic sub-protocols:

a) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points.

b) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points.

c) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points.

d) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

159. "SONET RING" describes a network configuration in which networks are interconnected by unidirectional or bi-directional transmission links to form a closed path. The network elements utilized to provide this ring must be based on SONET standards.

160. "SPECTRUM COMPATIBILITY" means generally the ability of various loop technologies to reside and operate in close proximity while not significantly degrading each others' performance.

161. "SUBLOOP" is defined as portions of the loop that can be accessed at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

162. "SWITCH" is a mechanical, electrical or electronic device which performs the functions of establishing and releasing connections between two (2) or more circuits, services or communications systems.

163. "SWITCHED ACCESS SERVICE" means the utilization of LEC facilities for the origination and/or termination of interexchange traffic.

164. "SWITCHED ACCESS TRAFFIC" means telephone calls requiring local exchange carrier transmission or switching services for the purpose of the origination or termination of telephone toll service.

165. "SYNCHRONOUS OPTICAL NETWORK" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association ("ECSA") for the American National Standards Institute ("ANSI").

166. "TANDEM OFFICE SWITCHES" are switches that are used to connect and switch trunk circuits between and among LEC and IXC switches.

167. "TECHNICALLY FEASIBLE" is as defined in 47. CFR § 51.5.

168 "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.

169. "TELECOMMUNICATIONS CARRIER" means any provider of Telecommunications Services, except aggregators of Telecommunications Services (as defined in Section 226 of the Act).

170. "TELECOMMUNICATIONS EQUIPMENT" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and includes software integral to such equipment, including upgrades.

171. "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.

172. "TELEPHONE EXCHANGE SERVICE" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

173. "TOLL FREE SERVICE" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, Service processing.

174. "TRANSACTION SET" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business functions, *e.g.*, pre-order inquiry and response are defined as complimentary transactions sets. For example, service address validation inquiry and service address validation response.

175. "TRANSIT TRAFFIC" is as described in Attachment 4 of this Agreement.

176. "TRUNK SIDE" refers to Central Office Switch connections that have been programmed to treat the circuit as connected to another switching entity (e.g., another Central Office Switch).

177. "VIRTUAL COLLOCATION" is an offering by BellSouth that enables MCIm to:

a) Designate or specify equipment to be used in accordance with Attachment 5 of this Agreement for Interconnection or access to unbundled Network Elements to be located within or upon BellSouth's Premises, and dedicated to MCIm.

b) Use such equipment to interconnect with BellSouth's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to BellSouth's unbundled Network Elements for the provision of a Telecommunications Service.

c) From a remote location, electronically monitor and control its communications channels terminating in such equipment.

178. "VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

179. "WASTE" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities MCIm or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that MCIm, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

180. "WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and Switched access service, are located.

181. "WORK LOCATIONS" means any real estate that MCIm or BellSouth, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, where work is performed in connection with this Agreement.

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**Attachment 1**
**PRICING**

# ATTACHMENT 1

# PRICING

## *Section 1. General Principles*

1.1 All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Attachment, "rates" may refer to either or both recurring and nonrecurring prices. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Table 1 of this Attachment.

1.2 Except as otherwise noted, all rates set forth in this Agreement are permanent rates. If the Commission subsequently orders a different rate, either party, upon written notice to the other party, may elect to change the rate set forth in this agreement to conform to the new rate ordered by the Commission. Upon written notice, the parties will negotiate an amendment to this Agreement reflecting the new rate.

1.3 If a rate is identified as interim, then upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the final rate upon written notice to the other Party. If either Party elects to change an interim rate to conform to a final rate, the final rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed to by the Parties, the interim rate shall be replaced by the final rate retroactive to the effective date of this Agreement, and will be trued up within thirty (30) days of the effective date of the amendment adopting the final rates.

1.4 Each rate set forth in this Agreement is the total rate applicable for the respective Service. Where required by Applicable Law, rates contained in this Attachment are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies.

1.4.1 Rates not set forth in this Agreement, for Services required to be provided under the Telecommunications Act of 1996 and under applicable FCC regulations, will be negotiated by the Parties at the time they are requested. The providing Party shall provide the Service even if rate negotiations are incomplete, and the providing Party shall set an interim rate based on its good faith belief as to its costs, using required pricing methodologies. If interim rates are used, the requesting party shall pay

the providing Party the final negotiated or arbitrated rate, retroactive to the date the Services are first provided.

1.5 All of the rates set forth in this Agreement pertaining to Network Elements are appropriate for Network Elements on an individual, stand-alone basis. Recurring and nonrecurring rates for those Existing Combinations and Typical Combinations of Network Elements(as such terms are defined in Attachment 3 of this Agreement) enumerated in Table 1 of this Attachment 1 are as set forth in Table 1. On an interim basis, for Typical Combinations of loop and transport network facilities not specifically enumerated in Table 1, the non-recurring and recurring charges for such Typical Combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the Network Elements which make up the Typical Combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies. To the extent that MCIm seeks to obtain Typical Combinations that have not been specifically priced by the Commission when purchased in combined form, MCIm may purchase such Typical Combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If MCIm is dissatisfied with using the sum of the stand-alone rates, MCIm may pursue the Bona Fide Request (BFR) process with BellSouth to seek a different rate.

***Section 2. Rates***

2.1 All rates set forth in this Agreement for Services required to be provided by the Act shall comply with the standards set forth by the Act and final and nonappealable orders of the FCC and the Commission. Such rates shall be just, reasonable, and nondiscriminatory and in accordance with the principles set forth in this Agreement.

2.2 BellSouth shall not charge MCIm different rates for Unbundled Network Elements based on the class of customers served by MCIm, or on the type of services provided by MCIm using those Unbundled Network Elements, unless otherwise ordered by the Commission.

2.3 Interim Rates. Rates contained in Attachment 1, Table 1 are as previously ordered by the Commission, agreed to by the parties or have not yet been addressed by the Commission. Rates, rate structure and elements proposed in Attachment 1, Table 1 that have not yet been ruled upon by the Commission are interim and subject to true-up upon future consideration by the Commission.

2.4 Resale. The recurring and nonrecurring rates pursuant to which MCIm is to purchase Telecommunications Services from BellSouth for resale shall be at a discount rate off of the retail rate for the Telecommunications Service. The discount rates shall be as set forth in Attachment 2. Such discount shall reflect

the costs avoided by BellSouth, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

2.5 Operational Support Systems.

2.5.1 LSRs submitted by means of one of the available electronic interfaces will incur the per LSR nonrecurring OSS electronic ordering charge associated with electronically ordered facilities as specified in Table 1 of this Attachment. Except as specified in Attachment 8, subsection 3.1.2, or in this section, LSRs submitted by means other than one of the available electronic interfaces (mail, fax, courier, etc.) will incur a nonrecurring manual ordering charge associated with manually ordered facilities as specified in Table 1 of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCIm. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives. The Parties shall work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for all orderable services.

2.5.1.1 For resold Services, OSS charges apply in addition to the charges described in Exhibit A, Attachment 2.

2.5.1.2 MCIm may use an LSR to provide a list of Services to be denied or restored, but such requests for denial or restoration will be billed as one LSR per service address, regardless of how requests are submitted.

2.6 To the extent BellSouth makes available to itself, its customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, BellSouth shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

***Section 3: Right of Way Rates***

**2001 INTERIM FCC Formula Supported Fees**
**for attachments and/or company effective 1/1/2001**
**(Re-calculated annually)**

ALL FEES ARE CONSIDERED AS 'INTERIM' EXCEPT THOSE UNDER JURISDICTION OF A STATE COMMISSION

*Licensee shall pay to Licensor the following fees:*

| State | Poles *(ea. / yr.)* | Anchors *(ea. / yr.)* | Conduit | |
|---|---|---|---|---|
| | | | | *($ / ft. / yr.)* |
| Tennessee | $6.19 | | | $0.36 |

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be negotiated by the Parties on an individual case basis. If the Parties are unable to agree on rates, the Parties will establish such rates in accordance with this Attachment.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | 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 | | | | | | | | | | | | | | | |
| **UNBUNDLED EXCHANGE ACCESS LOOP** | | | | | | | | | | | | | | | | |
| | **2-WIRE ANALOG VOICE GRADE LOOP** | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 | | 1 | UEANL | UEAL2 | 13.19 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 | | 2 | UEANL | UEAL2 | 17.23 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 | | 3 | UEANL | UEAL2 | 22.53 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Loop Testing - Basic 1st Half Hour | I | | UEANL | URET1 | | 78.92 | 78.92 | | | | | | | | |
| | | I | | | | | 23.33 | 23.33 | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1 | | 1 | UEPSR, UEPSB | UEALS | 13.19 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR, UEPSB | UEALS | 17.23 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR, UEPSB | UEALS | 22.53 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Engineering Information Document (EI) | I | | UEANL | | | 28.80 | 28.80 | | | | | | | | |
| | Manual Order Coordination for UVL-SL1s (per loop)* | | | UEANL | UEAMC | | 36.46 | 36.46 | | | | | | | | |
| | Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) * | | | UEANL | OCOSL | | 36.52 | 36.52 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | UEA | UEAL2 | 16.56 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | UEA | UEAL2 | 21.63 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | UEA | UEAL2 | 28.28 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | UEA | UEAR2 | 16.56 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | UEA | UEAR2 | 21.63 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | UEA | UEAR2 | 28.28 | 75.06 | 48.20 | 28.70 | 17.64 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | **4-WIRE ANALOG VOICE GRADE LOOP** | | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEA | UEAL4 | 24.70 | 122.76 | 85.57 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEA | UEAL4 | 32.25 | 122.76 | 85.57 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEA | UEAL4 | 42.17 | 122.76 | 85.57 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | **2-WIRE ISDN DIGITAL GRADE LOOP** | | | | | | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 1 | | 1 | UDN | U1L2X | 22.00 | 142.76 | 88.88 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire ISDN Digital Grade Loop - Zone 2 | | 2 | UDN | U1L2X | 29.02 | 142.76 | 88.88 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire ISDN Digital Grade Loop - Zone 3 | | 3 | UDN | U1L2X | 37.95 | 142.76 | 88.88 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination For Specified Conversion Time (per LSR) | | | UDN | OCOSL | | 34.29 | | | | | | | | | |
| | **2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP** | | | | | | | | | | | | | | | |
| | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1 | I | 1 | UDC | UDC2X | 21.15 | 228.92 | 152.42 | 110.01 | 21.63 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2 | I | 2 | UDC | UDC2X | 27.62 | 228.92 | 152.42 | 110.01 | 21.63 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3 | I | 3 | UDC | UDC2X | 36.12 | 228.92 | 152.42 | 110.01 | 21.63 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | **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 | 13.82 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2X | 18.05 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2X | 23.60 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UAL | OCOSL | | 34.29 | | | | | | | | | |
| | | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1 | I | 1 | UAL | UAL2W | 13.82 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2 | I | 2 | UAL | UAL2W | 18.05 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3 | I | 3 | UAL | UAL2W | 23.60 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UAL | OCOSL | | 34.29 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | **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 | 10.83 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 14.15 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 18.50 | 270.01 | 234.63 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 34.29 | | | | | | | | | |
| | | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | I | 1 | UHL | UHL2W | 10.83 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | I | 2 | UHL | UHL2W | 14.15 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | I | 3 | UHL | UHL2W | 18.50 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 34.29 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | **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 | 13.93 | 279.60 | 244.22 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 18.20 | 279.60 | 244.22 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 23.80 | 279.60 | 244.22 | 74.54 | 39.14 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 34.29 | | | | | | | | | |
| | | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | I | 1 | UHL | UHL4W | 13.93 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | I | 2 | UHL | UHL4W | 18.20 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | I | 3 | UHL | UHL4W | 23.80 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 34.29 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | **4-WIRE DS1 DIGITAL LOOP** | | | | | | | | | | | | | | | |
| | | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 57.73 | 313.08 | 219.72 | 96.86 | 40.45 | | | 18.98 | 8.43 | 11.95 | 11.95 |
| | | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 75.40 | 313.08 | 219.72 | 96.86 | 40.45 | | | 18.98 | 8.43 | 11.95 | 11.95 |
| | | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 98.59 | 313.08 | 219.72 | 96.86 | 40.45 | | | 18.98 | 8.43 | 11.95 | 11.95 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | USL | OCOSL | | 34.59 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | **4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP** | | | | | | | | | | | | | | | |
| | | 4 Wire Unbundled Digital 19.2 Kbps | | 1 | UDL | UDL19 | 31.10 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital 19.2 Kbps | | 2 | UDL | UDL19 | 40.61 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital 19.2 Kbps | | 3 | UDL | UDL19 | 53.11 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | UDL | UDL56 | 31.10 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | UDL | UDL56 | 40.61 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | UDL | UDL56 | 53.11 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UDL | OCOSL | | 34.29 | | | | | | | | | |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | UDL | UDL64 | 31.10 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | UDL | UDL64 | 40.61 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | UDL | UDL64 | 53.11 | 207.01 | 141.38 | 90.70 | 44.18 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | UDL | OCOSL | | 34.29 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | **2-WIRE Unbundled COPPER LOOP** | | | | | | | | | | | | | | | |
| | | 2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide | I | sw | UCL | UCLPB | 12.16 | 131.99 | 120.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |

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| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide | I | sw | UCL | UCLPW | 12.16 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide | I | sw | UCL | UCL2L | 12.16 | 131.99 | 120.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide | I | sw | UCL | UCL2W | 12.16 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 | I | 1 | UEQ | UEQ2X | 13.19 | 31.99 | 20.02 | 10.65 | 1.41 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 | I | 2 | UEQ | UEQ2X | 17.23 | 31.99 | 20.02 | 10.65 | 1.41 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 | I | 3 | UEQ | UEQ2X | 22.53 | 31.99 | 20.02 | 10.65 | 1.41 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop) | | | UEQ | USBMC | | 36.52 | 36.52 | | | | | | | | |
| | | Engineering Information Document | | | UEQ | | | 28.80 | 28.80 | | | | | | | | |
| | | Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | 78.92 | 78.92 | | | | | | | | |
| | | Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | 23.33 | 23.33 | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **4-WIRE COPPER LOOP** | | | | | | | | | | | | | | | | |
| | | 4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide | I | sw | UCL | UCL4S | 12.16 | 131.99 | 120.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide | I | sw | UCL | UCL4W | 12.16 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide | I | sw | UCL | UCL4L | 12.15 | 131.99 | 120.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | 4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide | I | sw | UCL | UCL4O | 12.16 | 31.99 | 20.02 | 10.65 | 1.41 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 36.52 | 36.52 | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **LOOP MODIFICATION** | | | | | | | | | | | | | | | | | |
| | | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft | I | | UAL, UHL, UCL, UEQ, ULS | ULM2L | | 65.40 | 65.40 | | | | | | | | |
| | | Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft | I | | UCL, ULS | ULM2G | | 710.71 | 23.77 | | | | | | | | |
| | | Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft | I | | UHL, UCL | ULM4L | | 65.40 | 65.40 | | | | | | | | |
| | | Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft | I | | UCL | ULM4G | | 710.71 | 23.77 | | | | | | | | |
| | | Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop | I | | UAL, UHL, UCL, UEQ, UEF, ULS | ULMBT | | 65.44 | 65.44 | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **SUB-LOOPS** | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **Sub-Loop Distribution** | | | | | | | | | | | | | | | | |
| | | Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up | I | | UEANL | USBSA | | 517.25 | 517.25 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up | I | | UEANL | USBSB | | 42.68 | 42.68 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up | I | | UEANL | USBSC | | 313.01 | 313.01 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up | I | | UEANL | USBSD | | 108.06 | 108.06 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |

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| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide | I | sw | UEANL | USBN2 | 10.02 | 148.84 | 112.34 | 73.14 | 36.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 34.29 | 34.29 | | | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1 | I | 1 | UEANL | USBN4 | 7.30 | 147.93 | 75.11 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2 | I | 2 | UEANL | USBN4 | 9.54 | 147.93 | 75.11 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3 | I | 3 | UEANL | USBN4 | 12.47 | 147.93 | 75.11 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 34.29 | 34.29 | | | | | | | | |
| | Sub-Loop 2-Wire Intrabuilding Network Cable (INC) | | | UEANL | USBR2 | 1.35 | 94.56 | 29.35 | 94.41 | 13.09 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | I | | UEANL | USBMC | | 34.29 | 34.29 | | | | | | | | |
| | Sub-Loop 4-Wire Intrabuilding Network Cable (INC) | I | | UEANL | USBR4 | 2.26 | 116.14 | 37.10 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 34.29 | 34.29 | | | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | I | 1 | UEF | UCS2X | 5.16 | 110.71 | 37.89 | 94.41 | 13.09 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | I | 2 | UEF | UCS2X | 6.74 | 110.71 | 37.89 | 94.41 | 13.09 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | I | 3 | UEF | UCS2X | 8.81 | 110.71 | 37.89 | 94.41 | 13.09 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 34.29 | 34.29 | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | I | 1 | UEF | UCS4X | 6.52 | 117.12 | 44.30 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | I | 2 | UEF | UCS4X | 8.52 | 117.12 | 44.30 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | I | 3 | UEF | UCS4X | 11.14 | 117.12 | 44.30 | 99.96 | 16.98 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 34.29 | 34.29 | | | | | | | | |
| **Sub-Loop Feeder** | | | | | | | | | | | | | | | | |
| | USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up | | | UEA, UDN,UCL,UDL, UDC | USBFW | | 517.25 | | | | | | | | | |
| | USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up | I | | UEA, UDN,UCL,UDL, UDC | USBFX | | 42.68 | 42.68 | | | | | | | | |
| | USL Feeder DS1 Set-up at DSX location, per DS1 termination | I | | USL | USBFZ | | 531.04 | 11.34 | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide | | sw | UEA | USBFA | 12.05 | 122.24 | 85.05 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Specified Conversion Time, per LSR | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide | | sw | UEA | USBFB | 12.05 | 122.24 | 85.05 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination for Specified Time Conversion, per LSR | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide | | sw | UEA | USBFC | 12.05 | 122.24 | 85.05 | 76.35 | 39.16 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination For Specified Conversion Time, per LSR | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1 | I | 1 | UEA | USBFD | 21.52 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2 | I | 2 | UEA | USBFD | 28.11 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3 | I | 3 | UEA | USBFD | 36.76 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination For Specified Conversion Time, Per LSR | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1 | I | 1 | UEA | USBFE | 21.52 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2 | I | 2 | UEA | USBFE | 28.11 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3 | I | 3 | UEA | USBFE | 36.76 | 137.31 | 61.93 | 118.04 | 30.13 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Order Coordination For Specified Conversion Time, Per LSR | | | UEA | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1 | I | 1 | UDN | USBFF | 16.11 | 142.83 | 67.45 | 104.67 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2 | I | 2 | UDN | USBFF | 21.04 | 142.83 | 67.45 | 104.67 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3 | I | 3 | UDN | USBFF | 27.51 | 142.83 | 67.45 | 104.64 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Order Coordination For Specified Conversion Time, Per LSR | | | UDN | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible) | I | 1 | UDC | USBFS | 16.11 | 142.83 | 67.45 | 104.67 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible) | I | 2 | UDC | USBFS | 21.04 | 142.83 | 67.45 | 104.67 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible) | I | 3 | UDC | USBFS | 27.51 | 142.83 | 67.45 | 104.64 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1 | I | 1 | USL | USBFG | 39.74 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2 | I | 2 | USL | USBFG | 51.90 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3 | I | 3 | USL | USBFG | 67.86 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Order Coordination For Specified Conversion Time, Per LSR | | | USL | OCOSL | | 34.29 | | | | | | | | | |
| | Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1 | I | 1 | UCL | USBFH | 9.52 | 114.27 | 38.89 | 104.64 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2 | I | 2 | UCL | USBFH | 12.43 | 114.27 | 38.89 | 104.64 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3 | I | 3 | UCL | USBFH | 16.26 | 114.27 | 38.89 | 104.64 | 18.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Order Coordination For Specified Conversion Time, per LSR | | | UCL | OCOSL | | 34.29 | | | | | | | | | |
| | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1 | I | 1 | UCL | USBFJ | 14.37 | 123.41 | 48.03 | 110.44 | 22.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2 | I | 2 | UCL | USBFJ | 18.76 | 123.41 | 48.03 | 110.44 | 22.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3 | I | 3 | UCL | USBFJ | 24.53 | 123.41 | 48.03 | 110.44 | 22.53 | | | 19.99 | 19.99 | 19.99 | 19.99 |

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| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Order Coordination For Specified Conversion Time, per LSR | | | UCL | OCOSL | | 34.29 | | | | | | | | | |
| | | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop | I | 1 | UDL | USBFN | 26.06 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop | I | 2 | UDL | USBFN | 34.03 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop | I | 3 | UDL | USBFN | 44.50 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1 | I | 1 | UDL | USBFO | 26.06 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2 | I | 2 | UDL | USBFO | 34.03 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3 | I | 3 | UDL | USBFO | 44.50 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Order Coordination For Specified Time Conversion, per LSR | | | UDL | OCOSL | | 34.29 | | | | | | | | | |
| | | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1 | I | 1 | UDL | USBFP | 26.06 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2 | I | 2 | UDL | USBFP | 34.03 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3 | I | 3 | UDL | USBFP | 44.50 | 116.00 | 40.62 | 106.82 | 18.91 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Order Coordination For Specified Conversion Time, per LSR | | | UDL | OCOSL | | 34.29 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | Sub Loop Feeder - DS3 - Per Mile Per Month | I | | UE3 | 1L5SL | 14.11 | | | | | | | | | | |
| | | Sub Loop Feeder - DS3 - Facility Termination Per Month | I | | UE3 | USBF1 | 333.26 | 3,390.00 | 407.68 | 165.17 | 501.31 | | | 20.35 | 10.54 | 13.32 | |
| | | Sub Loop Feeder – STS-1 – Per Mile Per Month | I | | UDLSX | 1L5SL | 14.11 | | | | | | | | | | |
| | | Sub Loop Feeder - STS-1 - Facility Termination Per Month | I | | UDLSX | USBF7 | 359.02 | 3,390.00 | 407.68 | 165.17 | 501.31 | | | 20.35 | 10.54 | 13.32 | |
| | | Sub Loop Feeder – OC-3 – Per Mile Per Month | I | | UDLO3 | 1L5SL | 10.71 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month | I | | UDLO3 | USBF5 | 56.64 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-3 - Facility Termination Per Month | I | | UDLO3 | USBF2 | 546.31 | 3,390.00 | 407.68 | 165.17 | 501.31 | | | 20.35 | 10.54 | 13.32 | |
| | | Sub Loop Feeder - OC-12 - Per Mile Per Month | I | | UDL12 | 1L5SL | 13.18 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month | I | | UDL12 | USBF6 | 639.98 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-12 - Facility Termination Per Month | I | | UDL12 | USBF3 | 1,697.00 | 3,390.00 | 407.68 | 165.17 | 501.31 | | | 20.35 | 10.54 | 13.32 | |
| | | Sub Loop Feeder - OC-48 - Per Mile Per Month | I | | UDL48 | 1L5SL | 43.22 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month | I | | UDL48 | USBF9 | 320.36 | | | | | | | | | | |
| | | Sub Loop Feeder - OC-48 - Facility Termination Per Month | I | | UDL48 | USBF4 | 1,457.00 | 3,576.00 | 407.68 | 165.17 | 501.31 | | | 20.35 | 10.54 | 13.32 | |
| | | Sub Loop Feeder - OC-12 Interface On OC-48 | I | | UDL48 | USBF8 | 361.44 | 789.41 | 407.68 | 165.17 | 501.31 | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **Unbundled Sub-Loop Modification** | | | | | | | | | | | | | | | | |
| | | Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR | I | | UEF | ULM2X | | 335.35 | 7.82 | | | | | 20.34 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR | I | | UEF | ULM4X | | 335.36 | 7.82 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded | I | | UEF | ULM4T | | 528.48 | 9.74 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | | | | | | | | | | | | | | | | |
| | **Unbundled Network Terminating Wire (UNTW)** | | | | | | | | | | | | | | | | |
| | | Unbundled Network Terminating Wire (UNTW) per Pair | I | | UENTW | UENPP | 0.45 | 2.48 | 2.48 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | | | | | | | | | | | | | | | | |
| | **Network Interface Device (NID)** | | | | | | | | | | | | | | | | |
| | | Network Interface Device (NID) - 1-2 lines | I | | UENTW | UND12 | | 89.69 | 54.56 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Network Interface Device (NID) - 1-6 lines | I | | UENTW | UND16 | | 129.65 | 94.51 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Network Interface Device Cross Connect - 2 W | I | | UENTW | UNDC2 | | 0.74 | 0.74 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Network Interface Device Cross Connect - 4W | I | | UENTW | UNDC4 | | 0.74 | 0.74 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | | | | | | | | | | | | | | | | |
| **UNBUNDLED LOOP CONCENTRATION** | | | | | | | | | | | | | | | | | |
| | | Loop Channelization System | | | ULC | ULCCS | 307.07 | 307.34 | 74.37 | 4.18 | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | CO Channel Interface - 2-Wire Voice Grade | | | ULC | ULCC2 | 1.20 | 9.57 | 9.52 | 8.66 | 8.60 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - System A (TR008) | I | | ULC | UCT8A | 500.18 | 613.60 | 613.60 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - System B (TR008) | I | | ULC | UCT8B | 54.82 | 255.67 | 255.67 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - System A (TR303) | I | | ULC | UCT3A | 539.00 | 613.60 | 613.60 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - System B (TR303) | I | | ULC | UCT3B | 92.37 | 255.67 | 255.67 | | | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - DS1 Loop Interface Card | I | | ULC | UCTCO | 6.23 | 74.39 | 53.07 | 30.23 | 8.46 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - ISDN Loop Interface (Brite Card) | I | | UDN | ULCC1 | 8.46 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - UDC Loop Interface (Brite Card) | I | | UDC | ULCCU | 8.46 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card) | I | | UEA | ULCC2 | 2.32 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card) | I | | UEA | ULCCR | 12.45 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card) | I | | UEA | ULCC4 | 7.53 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.332 |
| | | Unbundled Loop Concentration - TEST CIRCUIT Card | I | | ULC | UCTTC | 35.77 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface | I | | UDL | ULCC7 | 11.03 | 8.069 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |

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**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface | I | | UDL | ULCC5 | 11.03 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface | I | | UDL | ULCC6 | 11.03 | 8.69 | 8.65 | 9.71 | 9.65 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | Unbundled Loop Concentration - Loop Interface For Digital 19.2 Kbps Data | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **UNE OTHER, PROVISIONING ONLY - NO RATE** | | | | | | | | | | | | | | | | | |
| | | NID - Dispatch and Service Order for NID installation | | | UENTW | UNDBX | | | | | | | | | | | |
| | | UNTW Circuit Id Establishment, Provisioning Only - No Rate | | | UENTW | UENCE | | | | | | | | | | | |
| | | Unbundled Contract Name, Provisioning Only - No Rate | | | UEANL, UEF,UEQ,UENTW | UNECN | | | | | | | | | | | |
| | | 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 | I | | UE3 | 1L5ND | 9.19 | | | | | | | | | | |
| | | High Capacity Unbundled Local Loop - DS3 - Facility Termination per month | I | | UE3 | UE3PX | 374.24 | 595.67 | 304.50 | 234.83 | 170.16 | | | 36.84 | 36.84 | 19.01 | 19.01 |
| | | High Capacity Unbundled Local Loop - STS-1 - Per Mile per month | I | | UDLSX | 1L5ND | 9.19 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month | I | | UDLSX | UDLS1 | 389.35 | 595.37 | 304.50 | 215.82 | 151.15 | | | 36.84 | 36.84 | 19.01 | 19.01 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **LOOP MAKE-UP** | | | | | | | | | | | | | | | | | |
| | | Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual). | I | | UMK | UMKLW | | 100.00 | 100.00 | | | | | | | | |
| | | Loop Makeup - Preordering With Reservation, per spare facility queried (Manual). | I | | UMK | UMKLP | | 100.00 | 100.00 | | | | | | | | |
| | | Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized) | I | | UMK | PSUMK | | 0.6888 | 0.6888 | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **LINE SHARING** | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | Line Sharing Splitter, per System 96 Line Capacity | I | | ULS | ULSDA | 100.00 | 150.00 | 0.00 | 150.00 | 0.00 | | 0.00 | | | | |
| | | Line Sharing Splitter, per System 24 Line Capacity | I | | ULS | ULSDB | 25.00 | 150.00 | 0.00 | 150.00 | 0.00 | | 0.00 | | | | |
| | | Line Sharing Splitter, Per System, 8 Line Capacity | I | | ULS | ULSD8 | 8.33 | 150.00 | 0.00 | 150.00 | 0.00 | | 0.00 | | | | |
| | | Line Sharing - per Line Activation | I | | ULS | ULSDC | 0.61 | 40.00 | 21.39 | 35.06 | 10.79 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | | Line Sharing - per Subsequent Activity per Line Rearrangement | I | | ULS | ULSDS | | 30.00 | 15.00 | | | | | 20.35 | 10.54 | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **UNBUNDLED TRANSPORT** | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE** | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month | | | U1TVX | 1L5XX | 0.0174 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month | | | U1TVX | U1TV2 | 18.58 | 55.39 | 17.37 | 27.96 | 3.51 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month | | | U1TVX | 1L5XX | 0.0174 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month | | | U1TVX | U1TR2 | 18.58 | 55.39 | 17.37 | 27.96 | 3.51 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month | | | U1TVX | 1L5XX | 0.0054 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month | | | U1TVX | U1TV4 | 24.09 | 37.87 | 26.02 | 30.78 | 13.07 | | | 15.08 | 15.08 | 8.66 | 8.66 |
| | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month | | | U1TDX | 1L5XX | 0.0174 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month | | | U1TDX | U1TD5 | 17.98 | 55.39 | 17.37 | 27.96 | 3.51 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month | | | U1TDX | 1L5XX | 0.0174 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month | | | U1TDX | U1TD6 | 17.98 | 55.39 | 17.37 | 27.96 | 3.51 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1** | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | I | | U1TD1 | 1L5XX | 0.3525 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month | | | U1TD1 | U1TF1 | 77.86 | 112.40 | 76.27 | 19.55 | 14.99 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3** | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | I | | U1TD3 | 1L5XX | 2.34 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | I | | U1TD3 | U1TF3 | 848.99 | 395.29 | 176.56 | 109.04 | 105.91 | | | 36.84 | 36.84 | 19.01 | 19.01 |
| | | | | | | | | | | | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1** | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month | I | | U1TS1 | 1L5XX | 2.34 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month | I | | U1TS1 | U1TFS | 849.30 | 395.29 | 176.56 | 109.04 | 105.91 | | | 36.84 | 36.84 | 19.01 | 19.01 |
| | | | | | | | | | | | | | | | | |
| | **LOCAL CHANNEL - DEDICATED TRANSPORT** | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - 2-Wire Voice Grade Per Month | I | | ULDVX | ULDV2 | 19.43 | 199.33 | 24.16 | 54.81 | 4.80 | | | 20.35 | 10.54 | 13.32 | 13.32 |
| | Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month | I | | ULDVX | ULDR2 | 19.43 | 199.33 | 24.16 | 54.81 | 4.80 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Local Channel - Dedicated - 4-Wire Voice Grade per month | I | | UNDVX | ULDV4 | 20.56 | 201.53 | 24.83 | 55.52 | 5.51 | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | Local Channel - Dedicated - DS1 per month | I | | ULDD1 | ULDF1 | 40.99 | 277.35 | 233.26 | 33.18 | 22.30 | | | 45.68 | 1.76 | 21.75 | 1.76 |
| | Local Channel - Dedicated - DS3 - Per Mile per month | I | | ULDD3 | 1L5NC | 7.15 | | | | | | | | | | |
| | Local Channel - Dedicated - DS3 - Facility Termination per month | I | | ULDD3 | ULDF3 | 611.30 | 595.37 | 304.50 | 215.82 | 151.15 | | | 36.84 | 36.84 | 19.01 | 19.01 |
| | Local Channel - Dedicated - STS-1- Per Mile per month | I | | ULDS1 | 1L5NC | 7.15 | | | | | | | | | | |
| | Local Channel - Dedicated - STS-1 - Facility Termination per month | I | | ULDS1 | ULDFS | 599.59 | 588.07 | 297.20 | 215.82 | 151.15 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| **MULTIPLEXERS** | | | | | | | | | | | | | | | | |
| | Channelization - DS1 to DS0 Channel System | I | | UXTD1 | MQ1 | 80.77 | 141.67 | 77.11 | 44.47 | 42.62 | | | 20.35 | 9.80 | 11.49 | 1.18 |
| | OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) | | | UDL | 1D1DD | 1.82 | 6.07 | 4.66 | | | | | | | | |
| | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month | | | UDN | UC1CA | 3.10 | 6.07 | 4.66 | | | | | | | | |
| | Voice Grade COCI - DS1 to DS0 Channel System - per month | | | UEA | 1D1VG | 0.91 | 6.07 | 4.66 | | | | | | | | |
| | DS3 to DS1 Channel System per month | I | | UXTD3 | MQ3 | 222.98 | 308.03 | 108.47 | 6.34 | 4.23 | | | 20.35 | 9.80 | 11.49 | 1.18 |
| | STS1 to DS1 Channel System per month | I | | UXTS1 | MQ3 | 222.98 | 308.03 | 108.47 | 6.34 | 4.23 | | | 20.35 | 21.09 | 9.80 | 9.80 |
| | DS3 Interface Unit (DS1 COCI) used with Loop per month | | | USL | UC1D1 | 17.58 | 6.07 | 4.66 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **DARK FIBER** | | | | | | | | | | | | | | | | |
| | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel | | | UDF | 1L5DC | 53.23 | | | | | | | | | | |
| | NRC Dark Fiber - Local Channel | I | | UDF | UDFC4 | | 1,219.22 | 169.75 | 453.22 | 339.34 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel | | | UDF | 1L5DF | 53.23 | | | | | | | | | | |
| | NRC Dark Fiber - Interoffice Channel | I | | UDF | UDF14 | | 1,219.22 | 169.75 | 453.22 | 339.34 | | | 20.35 | 21.09 | 9.80 | 10.54 |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop | | | UDF | 1L5DL | 53.23 | | | | | | | | | | |
| | NRC Dark Fiber - Local Loop | I | | UDF | UDFL4 | | 1,219.22 | 169.75 | 453.22 | 339.34 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| **TRANSPORT OTHER** | | | | | | | | | | | | | | | | |
| | Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel | I | | UNC1X | CCOEF | | 185.16 | 23.85 | 2.03 | 0.79 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel | I | | UNC1X | CCOSF | | 185.16 | 23.85 | 2.03 | 0.79 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| **8XX ACCESS TEN DIGIT SCREENING** | | | | | | | | | | | | | | | | |
| | 8XX Access Ten Digit Screening, Per Call | | | OHD | | 0.0005192 | | | | | | | | | | |
| | 8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved | | | OHD | N8R1X | | 5.21 | 0.76 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations | | | OHD | | | 11.47 | 1.46 | 7.34 | 0.7602 | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations | | | OHD | N8FTX | | 11.47 | 1.46 | 7.34 | 0.7602 | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number | | | OHD | N8FCX | | 4.47 | 2.24 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No. | | | OHD | N8FMX | | 5.23 | 3.00 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Change Charge Per Request | | | OHD | N8FAX | | 5.97 | 0.76 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | 8XX Access Ten Digit Screening, Call Handling and Destination Features | | | OHD | N8FDX | | 4.47 | | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| **LINE INFORMATION DATA BASE ACCESS (LIDB)** | | | | | | | | | | | | | | | | |
| | LIDB Common Transport Per Query | | | OQT | | 0.0000354 | | | | | | | | | | |
| | LIDB Validation Per Query | | | OQU | | 0.0117403 | | | | | | | | | | |
| | LIDB Originating Point Code Establishment or Change | | | OQT, OQU | NRPBX | | 49.03 | | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| **SIGNALING (CCS7)** | | | | | | | | | | | | | | | | |
| | CCS7 Signaling Termination, Per STP Port | | | UDB | PT8SX | 138.41 | | | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | CCS7 Signaling Usage, Per TCAP Message | | | UDB | | 0.0000916 | | | | | | | | | | |
| | CCS7 Signaling Connection, Per link (A link) | | | UDB | TPP++ | 17.84 | 130.84 | 130.84 | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | CCS7 Signaling Connection, Per link (B link) (also known as D link) | | | UDB | TPP++ | 17.84 | 130.84 | 130.84 | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | CCS7 Signaling Usage, Per ISUP Message | | | UDB | | 0.0000373 | | | | | | | | | | |
| | CCS7 Signaling Usage Surrogate, per link per LATA | | | UDB | STU56 | 352.30 | | | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected | I | | UDB | CCAPO | | 40.00 | 40.00 | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| | CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected | I | | UDB | CCAPD | | 8.00 | 8.00 | | | | | 20.35 | 20.35 | 13.32 | 13.32 |
| **E911 SERVICE** | | | | | | | | | | | | | | | | |
| **CALLING NAME (CNAM) SERVICE** | | | | | | | | | | | | | | | | |
| | CNAM for DB Owners, Per Query | I | | OQV | | 0.016 | | | | | | | | | | |
| | CNAM for Non DB Owners, Per Query | I | | OQV | | 0.01 | | | | | | | | | | |
| | CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI) | I | | OQV | CDDCH | | 595.00 | 595.00 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| **LNP QUERY SERVICE** | | | | | | | | | | | | | | | | |
| **OPERATOR CALL PROCESSING** | | | | | | | | | | | | | | | | |
| | Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB | | | | | 1.08 | | | | | | | | | | |
| | Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB | | | | | 1.13 | | | | | | | | | | |
| | Oper. Call Processing - Fully Automated, per Call - Using BST LIDB | | | | | 0.1010353 | | | | | | | | | | |
| | Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB | | | | | 0.1228180 | | | | | | | | | | |
| **INWARD OPERATOR SERVICES** | | | | | | | | | | | | | | | | |
| | Inward Operator Services - Verification, Per Call | | | | | 1.00 | | | | | | | | | | |
| | Inward Operator Services - Verification and Emergency Interrupt - Per Call | | | | | 1.95 | | | | | | | | | | |
| **BRANDING - OPERATOR CALL PROCESSING** | | | | | | | | | | | | | | | | |
| | Recording of Custom Branded OA Announcement | | | | CBAOS | | 1,555.00 | 1,553.00 | 7.03 | 7.03 | | | 19.99 | 19.99 | 19.99 | 19.99 |

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**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Loading of Custom Branded OA Announcement per shelf/NAV | | | | CBAOL | | 240.71 | 240.71 | | | | | 19.99 | 19.99 | | |
| | Unbranding via OLNS for UNEP CLEC | | | | | | | | | | | | | | | |
| | Loading of OA per OCN (Regional) | I | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| **DIRECTORY ASSISTANCE SERVICES** | | | | | | | | | | | | | | | | |
| | **DIRECTORY ASSISTANCE ACCESS SERVICE** | | | | | | | | | | | | | | | |
| | Directory Assistance Access Service Calls, Charge Per Call | | | | | 0.228679 | | | | | | | | | | |
| | **DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)** | | | | | | | | | | | | | | | |
| | Directory Assistance Call Completion Access Service (DACC), Per Call Attempt | | | | | 0.036477 | | | | | | | | | | |
| | **DIRECTORY TRANSPORT** | | | | | | | | | | | | | | | |
| | SWA Common transport per Directory Assistance Access Service Call | | | | | 0.0002710 | | | | | | | | | | |
| | SWA Common Transport per Directory Assistance Access Service Call Mile | | | | | 0.00001650 | | | | | | | | | | |
| | Access Tandem Switching per Directory Assistance Access Service Call | | | | | 0.00018750 | | | | | | | | | | |
| | DS3 to DS1 Multiplexer per DA Access Service Call | | | | | 0.00000 | | | | | | | | | | |
| | **DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)** | | | | | | | | | | | | | | | |
| | Directory Assistance Data Base Service Charge Per Listing | I | | | | 0.04 | | | | | | | | | | |
| | Directory Assistance Data Base Service, per month | I | | | DBSOF | 150.00 | | | | | | | | | | |
| **BRANDING - DIRECTORY ASSISTANCE** | | | | | | | | | | | | | | | | |
| | Facility Based CLEC | | | | | | | | | | | | | | | |
| | Recording and Provisioning of DA Custom Branded Announcement | | | AMT | CBADA | | 1,555.00 | 1,553.00 | | | | | | | | |
| | Loading of Custom Branded Announcement per DRAM Card/Switch | | | AMT | CBADC | | 240.71 | 240.71 | | | | | | | | |
| | UNEP CLEC | | | | | | | | | | | | | | | |
| | Recording of DA Custom Branded Announcement | I | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN | I | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | Unbranding via OLNS for UNEP CLEC | | | | | | | | | | | | | | | |
| | Loading of DA per OCN (1 OCN per Order) | I | | | | | 420.00 | 420.00 | | | | | | | | |
| | Loading of DA per Switch per OCN | I | | | | | 16.00 | 16.00 | | | | | | | | |
| **SELECTIVE ROUTING** | | | | | | | | | | | | | | | | |
| | Selective Routing Per Unique Line Class Code Per Request Per Switch | | | | USRCR | | 179.60 | 179.60 | | | | | 30.89 | 7.03 | | |
| **VIRTUAL COLLOCATION** | | | | | | | | | | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res | I | | UEPRX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | I | | UEPSP | VE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | I | | UEPSE | VE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus | I | | UEPSB | VE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN | I | | UEPSX | VE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | I | | UEPTX | VE1R2 | 0.30 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1 | I | | UEPDD | VE1R4 | 0.50 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | I | | UEPEX | VE1R4 | 0.50 | 19.20 | 19.20 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Virtual Collocation - 2-Fiber Cross Connects | I | | CLO | CNC2F | 15.64 | 41.56 | 29.82 | | | | | | | | |
| | Virtual Collocation - 4-Fiber Cross Connects | I | | CLO | CNC4F | 28.11 | 50.53 | 38.78 | | | | | | | | |
| | Virtual Collocatin - DS1 Cross Connects | I | | USL,ULC,CLO | CNC1X | 1.319 | 32.22 | 17.76 | 10.46 | 8.75 | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot | I | | AMTFS | PE1ES | 0.0031 | | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft | I | | AMTFS | PE1DS | 0.0045 | | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable | I | | AMTFS | | | 555.03 | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable | I | | AMTFS | | | 555.03 | | | | | | | | | |
| **AIN SELECTIVE CARRIER ROUTING** | | | | | | | | | | | | | | | | |
| | Regional Service Establishment | I | | SRC | SRCEC | | 391,788.00 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |

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**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | End Office Establishment | I | | SRC | SRCEO | | 320.53 | 320.53 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Line/Port NRC, per end user | I | | SRC | SRCLP | | 2.06 | 2.06 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Query NRC, per query | | | SRC | | 0.000448 | | | | | | | | | | |
| **AIN - BELLSOUTH AIN SMS ACCESS SERVICE** | | | | | | | | | | | | | | | | |
| | AIN SMS Access Service - Service Establishment, Per State, Initial Setup | | | | CAMSE | | 135.56 | 135.56 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN SMS Access Service - Port Connection - Dial/Shared Access | | | | CAMDP | | 41.75 | 41.75 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN SMS Access Service - Port Connection - ISDN Access | | | | CAM1P | | 41.75 | 41.75 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN SMS Access Service - User Identification Codes - Per User ID Code | | | | CAMAU | | 96.63 | 96.63 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement | | | | CAMRC | | 113.67 | 113.67 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN SMS Access Service - Storage, Per Unit (100 Kilobytes) | | | | | 0.0024 | | | | | | | | | | |
| | AIN SMS Access Service - Session, Per Minute | | | | | 0.0820123 | | | | | | | | | | |
| | AIN SMS Access Service - Company Performed Session, Per Minute | | | | | 2.27 | | | | | | | | | | |
| **AIN - BELLSOUTH AIN TOOLKIT SERVICE** | | | | | | | | | | | | | | | | |
| | AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup | | | | BAPSC | | 132.04 | 132.04 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Training Session, Per Customer | | | | BAPVX | | 7,915.00 | 7,915.00 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt | | | | BAPTT | | 31.21 | 31.21 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay | | | | BAPTD | | 31.21 | 31.21 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate | | | | BAPTM | | 31.21 | 31.21 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP | | | | BAPTO | | 85.24 | 85.24 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP | | | | BAPTC | | 85.24 | 85.24 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code | | | | BAPTF | | 85.24 | 85.24 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Query Charge, Per Query | | | | | 0.0211882 | | | | | | | | | | |
| | AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query | | | | | 0.0054774 | | | | | | | | | | |
| | AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes | | | | | 1.50 | | | | | | | | | | |
| | AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription | | | | BAPMS | 17.43 | 33.52 | 33.52 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription | | | | BAPLS | 0.1321116 | 36.23 | 36.23 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription | | | | BAPDS | 17.35 | 33.52 | 33.52 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| | AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription | | | | BAPES | 0.0511435 | 36.23 | 36.23 | | | | | 20.35 | 20.35 | 13.28 | 13.28 |
| **ODUF/EDOUF/ADUF/CMDS** | | | | | | | | | | | | | | | | |
| | ADUF: Message Processing, per message | 1 | | | | 0.004 | | | | | | | | | | |
| | ADUF: Data Transmission (CONNECT:DIRECT), per message | 1 | | | | 0.001 | | | | | | | | | | |
| | EODUF: Message Processing, per message | 1 | | | | 0.004 | | | | | | | | | | |
| | **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 EXTENDED LINK (EELs)** | | | | | | | | | | | | | | | | |
| | **NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLl; Nashville, TN; New Orleans, LA;** | | | | | | | | | | | | | | | |
| | **NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)** | | | | | | | | | | | | | | | |
| | **NOTE: In GA, TN, KY, & LA, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)** | | | | | | | | | | | | | | | |
| | **2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |

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**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL2 | 16.56 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL2 | 21.63 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL2 | 28.28 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile per month | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | DS1 Channelization System Per Month | I | | UNC1X | MQ1 | 80.77 | 214.52 | 49.95 | 75.98 | 13.60 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Voice Grade COCI - DS1 To Ds0 Interface - Per Month | I | | UNCVX | 1D1VG | 0.91 | 5.70 | 4.42 | | | | | | | | |
| | Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL2 | 16.56 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL2 | 21.63 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL2 | 28.28 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Voice Grade COCI - DS1 to DS0 Channel System combination - per month | I | | UNCVX | 1D1VG | 0.91 | 5.70 | 4.42 | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| | **4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL4 | 24.70 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL4 | 32.25 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL4 | 42.17 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Channelization - Channel System DS1 to DS0 combination Per Month | I | | UNC1X | MQ1 | 80.77 | 214.52 | 49.95 | 75.98 | 13.60 | | | | | | |
| | Voice Grade COCI - DS1 to DS0 Channel System combination - per month | I | | UNCVX | 1D1VG | 0.91 | 5.70 | 4.42 | | | | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL4 | 24.70 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL4 | 32.25 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL4 | 42.17 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Voice Grade COCI - DS1 to DS0 Channel System combination - per month | I | | UNCVX | 1D1VG | 0.91 | 5.70 | 4.42 | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| | **4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCDX | UDL56 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL56 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL56 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Channelization - Channel System DS1 to DS0 combination Per Month | I | | UNC1X | MQ1 | 80.77 | 214.52 | 49.95 | 75.98 | 13.60 | | | | | | |
| | OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) | I | | UNCDX | 1D1DD | 1.82 | 5.70 | 4.42 | | | | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCDX | UDL56 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL56 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL56 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs) | I | | UNCDX | 1D1DD | 1.82 | 5.70 | 4.42 | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | |
| | **4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |

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**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | 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 | I | 1 | UNCDX | UDL64 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL64 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL64 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | | Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Channelization - Channel System DS1 to DS0 combination Per Month | I | | UNC1X | MQ1 | 80.77 | 214.52 | 49.95 | 75.98 | 13.60 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs) | I | | UNCDX | 1D1DD | 1.82 | 5.70 | 4.42 | | | | | | | | |
| | | Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNCDX | UDL64 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL64 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL64 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs) | I | | UNCDX | 1D1DD | 1.82 | 5.70 | 4.42 | | | | | | | | |
| | | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | | |
| | **4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | | |
| | | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1 | I | 1 | UNC1X | USLXX | 57.73 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2 | I | 2 | UNC1X | USLXX | 75.40 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3 | I | 3 | UNC1X | USLXX | 98.59 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | | Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | | |
| | **4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | | |
| | | First DS1Loop in DS3 Interoffice Transport Combination - Zone 1 | I | 1 | UNC1X | USLXX | 57.73 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | First DS1Loop in DS3 Interoffice Transport Combination - Zone 2 | I | 2 | UNC1X | USLXX | 75.40 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | First DS1Loop in DS3 Interoffice Transport Combination - Zone 3 | I | 3 | UNC1X | USLXX | 98.59 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month | | | UNC3X | 1L5XX | 2.34 | | | | | | | | | | |
| | | Interoffice Transport - Dedicated - DS3 - Facility Termination per month | I | | UNC3X | U1TF3 | 848.99 | 428.10 | 153.81 | 64.43 | 35.43 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | DS3 to DS1 Channel System combination per month | I | | UNC3X | MQ3 | 222.98 | 319.48 | 126.63 | 45.53 | 17.05 | | | | | | |
| | | DS3 Interface Unit (DS1 COCI) combination per month | I | | UNC1X | UC1D1 | 17.58 | 6.52 | 2.58 | | | | | | | | |
| | | Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1 | I | 1 | UNC1X | USLXX | 57.73 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2 | I | 2 | UNC1X | USLXX | 75.40 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3 | I | 3 | UNC1X | USLXX | 98.59 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | DS3 Interface Unit (DS1 COCI) combination per month | I | | UNC1X | UC1D1 | 17.58 | 6.52 | 2.58 | | | | | | | | |
| | | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC3X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | | |
| | **2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | | |
| | | 2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL2 | 16.56 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL2 | 21.63 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL2 | 28.28 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month | | | UNCVX | 1L5XX | 0.0174 | | | | | | | | | | |
| | | Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month | I | | UNCVX | U1TV2 | 18.58 | 79.86 | 44.06 | 69.32 | 31.00 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCVX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | | | | | | | | | | | | | | | | |
| | **4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | | |
| | | 4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1 | I | 1 | UNCVX | UEAL4 | 24.70 | 108.75 | 35.47 | 72.94 | 10.85 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2 | I | 2 | UNCVX | UEAL4 | 32.25 | 108.75 | 35.47 | 72.94 | 10.85 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | 4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3 | I | 3 | UNCVX | UEAL4 | 42.17 | 108.75 | 35.47 | 72.94 | 10.85 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | | Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month | | | UNCVX | 1L5XX | 0.0054 | | | | | | | | | | |
| | | Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month | I | | UNCVX | U1TV4 | 24.09 | 79.83 | 44.08 | 69.32 | 31.00 | | | 20.35 | 21.09 | 9.80 | 10.54 |

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**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCVX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month | I | | UNC3X | 1L5ND | 9.19 | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month | I | | UNC3X | UE3PX | 374.24 | 240.23 | 180.87 | 106.78 | 45.24 | | | | | | |
| | Interoffice Transport - Dedicated - DS3 - Per Mile per month | | | UNC3X | 1L5XX | 2.34 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month | I | | UNC3X | U1TF3 | 848.99 | 428.01 | 153.81 | 64.43 | 35.43 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC3X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month | I | | UNCSX | 1L5ND | 9.19 | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month | I | | UNCSX | UDLS1 | 389.35 | 240.23 | 180.87 | 106.78 | 45.24 | | | | | | |
| | Interoffice Transport - Dedicated - STS1 combination - Per Mile per month | | | UNCSX | 1L5XX | 2.34 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month | I | | UNCSX | U1TFS | 849.30 | 428.01 | 153.81 | 64.43 | 35.43 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCSX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1 | I | 1 | UNCNX | U1L2X | 22.00 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2 | I | 2 | UNCNX | U1L2X | 29.02 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3 | I | 3 | UNCNX | U1L2X | 37.95 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile | I | | UNC1X | 1L5XX | 0.3525 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month | I | | UNC1X | U1TF1 | 77.86 | 171.24 | 113.12 | 70.07 | 30.90 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Channelization - Channel System DS1 to DS0 combination - per month | I | | UNC1X | MQ1 | 80.77 | 49.95 | 75.98 | 13.60 | | | | | | | |
| | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month | I | | UNCNX | UC1CA | 3.10 | 6.16 | 0.60 | | | | | | | | |
| | Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 1 | I | 1 | UNCNX | U1L2X | 22.00 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 2 | I | 2 | UNCNX | U1L2X | 29.02 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 3 | I | 3 | UNCNX | U1L2X | 37.95 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month | I | | UNCNX | UC1CA | 3.10 | 6.16 | 0.60 | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNC1X | USLXX | 57.73 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNC1X | USLXX | 75.40 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNC1X | USLXX | 98.59 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month | | | UNCSX | 1L5XX | 2.34 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS1 combination - Facility Termination | I | | UNCSX | U1TFS | 849.30 | 426.01 | 153.61 | 64.43 | 35.43 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | STS1 to DS1 Channel System conbination per month | I | | UNCSX | MQ3 | 222.98 | 428.01 | 153.81 | 64.43 | 25.43 | | | | | | |
| | DS3 Interface Unit (DS1 COCI) combination per month | I | | UNC1X | UC1D1 | 17.58 | 5.70 | 4.42 | | | | | | | | |
| | Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1 | I | 1 | UNC1X | USLXX | 57.73 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2 | I | 2 | UNC1X | USLXX | 75.40 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3 | I | 3 | UNC1X | USLXX | 98.59 | 228.40 | 161.74 | 79.87 | 24.88 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | DS3 Interface Unit (DS1 COCI) combination per month | I | | UNC1X | UC1D1 | 17.58 | 5.70 | 4.42 | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | I | | UNCSX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |
| | 4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1 | I | 1 | UNCDX | UDL56 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL56 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL56 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile | | | UNCDX | 1L5XX | 0.174 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination | I | | UNCDX | U1TD5 | 22.10 | 58.54 | 38.32 | 13.98 | 8.59 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCDX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | **4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)** | | | | | | | | | | | | | | | |

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**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1 | I | 1 | UNCDX | UDL64 | 31.10 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2 | I | 2 | UNCDX | UDL64 | 40.61 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3 | I | 3 | UNCDX | UDL64 | 53.11 | 108.76 | 35.47 | 72.94 | 10.86 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile | | | UNCDX | 1L5XX | 0.174 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination | I | | UNCDX | U1TD6 | 22.10 | 58.54 | 38.32 | 13.98 | 8.59 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCDX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| **ADDITIONAL NETWORK ELEMENTS** | | | | | | | | | | | | | | | | |
| | **When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.** | | | | | | | | | | | | | | | |
| | **When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.** | | | | | | | | | | | | | | | |
| | **Node (SynchroNet)** | | | | | | | | | | | | | | | |
| | Node per month | I | | UNCDX | UNCNT | 17.11 | | | | | | | | | | |
| | **Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)** | | | | | | | | | | | | | | | |
| | 2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge | | | UNCVX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | 56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge | | | UNCDX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge | | | UNC1X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge | | | UNC3X | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge | | | UNCSX | UNCCC | | 52.73 | 24.62 | 9.12 | 9.12 | | | 20.35 | 21.09 | 9.80 | 10.54 |
| | Local Channel - Dedicated - 2-Wire Voice Grade per month | I | | UNCXV | ULDV2 | 19.43 | | | | | | | | | | |
| | Local Channel - Dedicated - 4-Wire Voice Grade per month | I | | UNCXV | ULDV4 | 20.56 | | | | | | | | | | |
| | Local Channel - Dedicated - DS1 Per Month | I | | UNC1X | ULDF1 | 40.00 | | | | | | | | | | |
| **OPERATIONAL SUPPORT SYSTEMS** | | | | | | | | | | | | | | | | |
| | NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions | | | | | | | | | | | | | | | |
| | NOTE: (1) Continued: The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge | | | | | | | | | | | | | | | |
| | NOTE: (1) Concluded: CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge. | | | | | | | | | | | | | | | |
| | Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional) | I | | | SOMEC | | 3.50 | | | | | | | | | |
| | 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 | | | | | | | | | | | | | | | |
| **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 | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. | | | UEPSR | UEPRC | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. | | | UEPSR | UEPRO | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res. | | | UEPSR | UEPAQ | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7) | | | UEPSR | UEPAH | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |

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**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R) | | | UEPSR | UEPAK | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER) | | | UEPSR | UEPAL | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR) | | | UEPSR | UEPAM | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X) | | | UEPSR | UEPAN | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR) | | | UEPSR | UEPAO | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM) | | | UEPSR | UEPAP | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Subsequent Activity | | | UEPSR | USASC | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | All Available Vertical Features | | | UEPSR | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | | | | | | | | | | | | | | | | |
| | **2-WIRE VOICE GRADE LINE PORT RATES (BUS)** | | | | | | | | | | | | | | | | |
| | | Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus | | | UEPSB | UEPBL | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus. | | | UEPSB | UEPBC | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. | | | UEPSB | UEPBO | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus. | | | UEPSB | UEPAV | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus | | | UEPSB | UEPB1 | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1) | | | UEPSB | UEPAC | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2) | | | UEPSB | UEPAD | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F) | | | UEPSB | UEPAE | 1.89 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Subsequent Activity | | | UEPSB | USASC | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | All Available Vertical Features | | | UEPSB | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | **EXCHANGE PORT RATES (DID & PBX)** | | | | | | | | | | | | | | | | |
| | | Exchange Ports - 2-Wire DID Port | | | UEPEX | UEPP2 | 8.97 | 47.75 | 47.01 | 9.21 | 8.47 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability | | | UEPDD | UEPDD | 35.74 | 75.93 | 38.15 | 8.77 | 8.04 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | Exchange Ports - 2-Wire ISDN Port (See Notes below.) | | | UEPTX UEPSX | U1PMA | 16.26 | 30.23 | 29.49 | 4.10 | 4.10 | | | 41.43 | 42.17 | 9.80 | 9.80 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | Exchange Ports - 2-Wire ISDN Port -- Channel Profiles | | | UEPTX UEPSX | U1UMA | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | Exchange Ports - 4-Wire ISDN DS1 Port | | | UEPEX | UEPEX | 75.04 | 148.66 | 147.18 | 38.46 | 36.98 | | | 40.69 | 42.17 | 9.07 | 10.54 |
| | | 2-Wire VG Unbundled 2-Way PBX Trunk - Res | | | UEPSE | UEPRD | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus | | | UEPSP | UEPPC | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus | | | UEPSP | UEPPO | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus | | | UEPSP | UEPP1 | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Analog Long Distance Terminal PBX Trunk - Bus | | | UEPSP | UEPLD | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus | | | UEPSP | UEPT2 | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire TN Outward Calling Plan PBX Trunk - Bus | | | UEPSP | UEPTO | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Voice Unbundled PBX LD Terminal Ports | | | UEPSP | UEPLD | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port | | | UEPSP | UEPT2 | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port | | | UEPSP | UEPTO | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | 2-Wire Vice Unbundled 2-Way PBX Usage Port | | | UEPSP | UEPXA | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports | | | UEPSP | UEPXB | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled PBX LD DDD Terminals Port | | | UEPSP | UEPXC | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port | | | UEPSP | UEPXD | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port | | | UEPSP | UEPXE | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |

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**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | B.1.7 | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port | | | UEPSP | UEPXL | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port | | | UEPSP | UEPXM | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port | | | UEPSP | UEPXN | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port | | | UEPSP | UEPXO | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port | | | UEPSP | UEPXS | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port | | | UEPSP | UEPXU | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | B.1.7 | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port | | | UEPSP | UEPXV | 1.79 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Subsequent Activity | | | UEPSP | USASC | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | **FEATURES** | | | | _EPSP | | | | | | | | | | | | |
| | | All Available Vertical Features | | | UEPSE | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | **EXCHANGE PORT RATES (COIN)** | | | | | | | | | | | | | | | | |
| | | Exchange Ports - Coin Port | | | | | 2.11 | 9.93 | 9.19 | 3.66 | 2.92 | | | 20.35 | 10.54 | 13.32 | 1.40 |
| **UNBUNDLED LOCAL SWITCHING, PORT USAGE** | | | | | | | | | | | | | | | | | |
| | **End Office Switching (Port Usage)** | | | | | | | | | | | | | | | | |
| | | End Office Switching Function, Per MOU | | | | | 0.0008041 | | | | | | | | | | |
| | **Tandem Switching (Port Usage) (Local or Access Tandem)** | | | | | | | | | | | | | | | | |
| | | Tandem Switching Function Per MOU | | | | | 0.0009778 | | | | | | | | | | |
| | **Common Transport** | | | | | | | | | | | | | | | | |
| | | Common Transport - Per Mile, Per MOU | | | | | 0.0000064 | | | | | | | | | | |
| | | Common Transport - Facilities Termination Per MOU | | | | | 0.0003871 | | | | | | | | | | |
| **UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES** | | | | | | | | | | | | | | | | | |
| | For Georgia, Kentucky, Louisiana and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA, KY, LA, TN and all other states, 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 | | | 14.18 | | | | | | | | | | |
| | | 2-Wire VG Loop/Port Combo - Zone 2 | | 2 | | | 18.01 | | | | | | | | | | |
| | | 2-Wire VG Loop/Port Combo - Zone 3 | | 3 | | | 23.02 | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 1 | I | 1 | UEPRX | UEPLX | 12.48 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 2 | I | 2 | UEPRX | UEPLX | 16.31 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 3 | I | 3 | UEPRX | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port Rates (Res)** | | | | | | | | | | | | | | | | |
| | | 2-Wire voice unbundled port - residence | I | | UEPRX | UEPRL | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled port with Caller ID - res | I | | UEPRX | UEPRC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled port outgoing only - res | I | | UEPRX | UEPRO | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res | I | | UEPRX | UEPAQ | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7) | I | | UEPRX | UEPAH | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R) | I | | UEPRX | UEPAK | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER) | I | | UEPRX | UEPAL | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR) | I | | UEPRX | UEPAM | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X) | I | | UEPRX | UEPAN | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR) | I | | UEPRX | UEPAO | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundles res, low usage line port with Caller ID (LUM) | I | | UEPRX | UEPAP | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | All Features Offered | I | | UEPRX | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | | Local Number Portability (1 per port) | I | | UEPRX | LNPCX | 0.35 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is | I | | UEPRX | USAC2 | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change | I | | UEPRX | USACC | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update | I | | | | | 0.76 | | | | | | 7.97 | | | |
| | | | | | | | | | | | | | | | | | |
| | **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity | I | | UEPRX | USAS2 | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **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 | | | 14.18 | | | | | | | | | | |
| | | 2-Wire VG Loop/Port Combo - Zone 2 | | 2 | | | 18.01 | | | | | | | | | | |
| | | 2-Wire VG Loop/Port Combo - Zone 3 | | 3 | | | 23.02 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 1 | I | 1 | UEPBX | UEPLX | 12.48 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 2 | I | 2 | UEPBX | UEPLX | 16.31 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 3 | I | 3 | UEPBX | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port (Bus)** | | | | | | | | | | | | | | | | |
| | | 2-Wire voice unbundled port without Caller ID - bus | I | | UEPBX | UEPBL | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled port with Caller + E484 ID - bus | I | | UEPBX | UEPBC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled port outgoing only - bus | I | | UEPBX | UEPBO | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus | I | | UEPBX | UEPAV | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled incoming only port with Caller ID - Bus | I | | UEPBX | UPEB1 | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1) | I | | UEPBX | UEPAC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2) | I | | UEPBX | UEPAD | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F) | I | | UEPBX | UEPAE | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | | Local Number Portability (1 per port) | I | | UEPBX | LNPCX | 0.35 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | All Features Offered | I | | UEPBX | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is | I | | UEPBX | USAC2 | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change | I | | UEPBX | USACC | | 1.03 | 0.29 | | | | | | | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update | I | | | | | 0.76 | | | | | | 7.97 | | | |
| | | | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | **ADDITIONAL NRCs** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity | I | | UEPBX | USAS2 | | | | | | | | 30.89 | 7.03 | | |
| | **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 | | | 14.18 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | | 2 | | | 18.01 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | | 3 | | | 23.02 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 1 | I | 1 | UEPRG | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 2 | I | 2 | UEPRG | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 3 | I | 3 | UEPRG | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port Rates (RES - PBX)** | | | | | | | | | | | | | | | |
| | 2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res | I | | UEPRG | UEPRD | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPRG | LNPCP | 3.50 | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | |
| | All Features Offered | I | | UEPRG | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | **NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is | I | | UEPRG | USAC2 | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change | I | | UEPRG | USACC | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update | I | | | | | 0.76 | | | | | | 7.97 | | | |
| | **ADDITIONAL NRCs** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity | I | | UEPRG | USAS2 | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group | I | | | | | 14.64 | 14.64 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | **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 | | | 14.18 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | | 2 | | | 18.01 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | | 3 | | | 23.02 | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 1 | I | 1 | UEPPX | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 2 | I | 2 | UEPPX | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL 1) - Zone 3 | I | 3 | UEPPX | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port Rates (BUS - PBX)** | | | | | | | | | | | | | | | |
| | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus | I | | UEPPX | UEPPC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | Line Side Unbundled Outward PBX Trunk Port - Bus | I | | UEPPX | UEPPO | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | Line Side Unbundled Incoming PBX Trunk Port - Bus | I | | UEPPX | UEPP1 | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Ports | I | | UEPPX | UEPLD | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port | I | | UEPPX | UEPT2 | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port | I | | UEPPX | UEPTO | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port | I | | UEPPX | UEPXA | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports | I | | UEPPX | UEPXB | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD DDD Terminals Port | I | | UEPPX | UEPXC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port | I | | UEPPX | UEPXD | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port | I | | UEPPX | UEPXE | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port | I | | UEPPX | UEPXL | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |

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**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port | I | | UEPPX | UEPXM | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port | I | | UEPPX | UEPXN | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port | I | | UEPPX | UEPXO | 1.70 | 22.14 | 15.25 | 8.45 | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port | I | | UEPPX | UEPXS | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port | I | | UEPPX | UEPXU | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port | I | | UEPPX | UEPXV | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | | Local Number Portability (1 per port) | I | | UEPPX | LNPCP | 3.15 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | All Features Offered | I | | UEPPX | UEPVF | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | | |
| | **NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is | I | | UEPPX | USAC2 | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change | I | | UEPPX | USACC | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update | I | | | | | 0.76 | | | | | | 7.97 | | | |
| | | | | | | | | | | | | | | | | | |
| | **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity | I | | UEPPX | USAS2 | 0.00 | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group | I | | | | | 14.64 | 14.64 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | | |
| | **UNE Port/Loop Combination Rates** | | | | | | | | | | | | | | | | |
| | | 2-Wire VG Coin Port/Loop Combo – Zone 1 | | | | | 14.18 | | | | | | | | | | |
| | | 2-Wire VG Coin Port/Loop Combo – Zone 2 | | | | | 18.01 | | | | | | | | | | |
| | | 2-Wire VG Coin Port/Loop Combo – Zone 3 | | | | | 23.02 | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 1 | I | | UEPCO | UEPLX | 12.48 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 2 | I | | UEPCO | UEPLX | 16.31 | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop (SL1) - Zone 3 | I | | UEPCO | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Ports (COIN)** | | | | | | | | | | | | | | | | |
| | | 2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) | I | | UEPCO | UEPTB | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) | I | | UEPCO | UEPRP | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) | I | | UEPCO | UEPTA | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) | I | | UEPCO | UEPCA | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin Outward with Operator Screening and 011 Blocking (TN) | I | | UEPCO | UEPTC | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) | I | | UEPCO | UEPOT | 1.70 | 22.14 | 15.25 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| | | 2-Wire 2-Way Smartline with 900/976 (all states except LA) | I | | UEPCO | UEPCK | 1.88 | | | | | | | 30.89 | 7.03 | | |
| | | 2-Wire Coin Outward Smartline with 900/976 (all states except LA) | I | | UEPCO | UEPCR | 1.88 | | | | | | | 30.89 | 7.03 | | |
| | **ADDITIONAL UNE COIN PORT/LOOP (RC)** | | | | | | | | | | | | | | | | |
| | | UNE Coin Port/Loop Combo Usage (Flat Rate) | I | | UEPCO | URECU | 3.45 | 0.00 | 0.00 | | | | | | | | |
| | | Local Number Portability (1 per port) | I | | UEPCO | LNPCX | 0.35 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is | I | | UEPCO | USAC2 | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change | I | | UEPCO | USACC | | 1.03 | 0.29 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity | I | | UEPCO | USAS2 | | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| **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 | | | 18.38 | | | | | | | | | | |
| | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2 | | 2 | | | 19.87 | | | | | | | | | | |
| | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3 | | 3 | | | 24.78 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1 | I | 1 | UEPPX | UECD1 | 9.60 | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2 | I | 2 | UEPPX | UECD1 | 11.09 | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3 | I | 3 | UEPPX | UECD1 | 16.00 | | | | | | | | | | |
| | Exchange Ports - 2-Wire DID Port | I | | UEPPX | UEPD1 | 8.78 | 45.44 | 29.94 | 8.45 | 3.91 | | | 30.89 | 7.03 | | |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is | I | | UEPPX | USAC1 | | 8.76 | 5.75 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes | I | | UEPPX | USA1C | | 8.76 | 5.75 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | |
| **Telephone Number/Trunk Group Establisment Charges** | | | | | | | | | | | | | | | | |
| | DID Trunk Termination (One Per Port) | | | UEPPX | NDT | 0.00 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 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 | | | | | 19.99 | | | |
| | Reserve Non-Consecutive DID numbers | | | UEPPX | ND6 | 0.00 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | Reserve DID Numbers | | | UEPPX | NDV | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPPX | LNPCP | 3.15 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **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 | | 32.27 | | | | | | | | | | |
| | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2 | | 2 | UEPPB UEPPR | | 34.78 | | | | | | | | | | |
| | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3 | | 3 | UEPPB UEPPR | | 44.32 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - UNE Zone 1 | I | 1 | UEPPB UEPPR | USL2X | 16.20 | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - UNE Zone 2 | I | 2 | UEPPB UEPPR | USL2X | 18.71 | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - UNE Zone 3 | I | 3 | UEPPB UEPPR | USL2X | 28.25 | | | | | | | | | | |
| | Exchange Port - 2-Wire ISDN Line Side Port | I | | UEPPB UEPPR | UEPPB | 16.07 | 141.75 | 118.37 | 49.20 | 43.26 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion | I | | UEPPB UEPPR | USACB | 0.00 | 117.23 | 117.23 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | |
| **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | 2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk | I | | UEPPB UEPPR | USASB | | 212.88 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | 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 | | | | | | | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 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)** | | | UEPPR | U1UMA | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **VERTICAL FEATURES** | | | | | | | | | | | | | | | |
| | All Vertical Features - One per Channel B User Profile | | | UEPPB UEPPR | UEPVF | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | Interoffice Channel mileage each, including first mile and facilities termination | I | | UEPPB UEPPR | M1GNC | 17.91 | 53.99 | 17.37 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Interoffice Channel mileage each, additional mile | I | | UEPPB UEPPR | M1GNM | 0.173 | 0.00 | 0.00 | | | | 0.00 | | | | |
| | **4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT** | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **UNE Port/Loop Combination Rates** | | | | | | | | | | | | | | | |
| | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1 | | 1 | UEPPP | | 132.58 | | | | | | | | | | |
| | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2 | | 2 | UEPPP | | 150.25 | | | | | | | | | | |
| | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3 | | 3 | UEPPP | | 173.44 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - UNE Zone 1 | I | 1 | UEPPP | USL4P | 57.73 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - UNE Zone 2 | I | 2 | UEPPP | USL4P | 75.40 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - UNE Zone 3 | I | 3 | UEPPP | USL4P | 98.59 | | | | | | | | | | |
| | Exchange Ports - 4-Wire ISDN DS1 Port | I | | UEPPP | UEPPP | 74.85 | 415.53 | 366.90 | 89.28 | 77.43 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is | I | | UEPPP | USACP | 0.00 | 328.53 | 328.53 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | |
| | **ADDITIONAL NRCs** | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy- Inward/two way tel nos within Std Allowance | I | | UEPPP | PR7TF | | 0.94 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC) | I | | UEPPP | PR7TO | | 22.36 | 22.36 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance | I | | UEPPP | PR7ZT | | 44.71 | 44.70 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPPP | LNPCN | 1.75 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **INTERFACE** (Provsioning Only) | | | | | | | | | | | | | | | |
| | Voice/Data | | | UEPPP | PR71V | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | Digital Data | | | UEPPP | PR71D | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | Inward Data | | | UEPPP | PR71E | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **New or Additional "B" Channel** | | | | | | | | | | | | | | | |
| | New or Additional - Voice/Data B Channel | I | | UEPPP | PR7BV | 0.00 | 28.39 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | New or Additional - Digital Data B Channel | I | | UEPPP | PR7BF | 0.00 | 29.11 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | New or Additional Inward Data B Channel | I | | UEPPP | PR7BD | 0.00 | 29.39 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | New or Additional Useage Sensitive Voice Data B Channel | I | | UEPPP | PR7BS | 0.00 | 28.39 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | New or Additional Useage Sensitive Digital Data B Channel | I | | UEPPP | PR7BU | 0.00 | 28.39 | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| **CALL TYPES** | | | | | | | | | | | | | | | | |
| | Inward | | | UEPPP | PR7C1 | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | Outward | | | UEPPP | PR7C0 | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | Two-way | | | UEPPP | PR7CC | 0.00 | 0.00 | 0.00 | | | | | | | | |
| Interoffice Channel Mileage | | | | | | | | | | | | | | | | |
| | Fixed Each Including First Mile | | | UEPPP | 1LN1A | 76.1825 | 145.98 | 109.85 | 19.55 | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | Each Airline-Fractional Additional Mile | 1 | | UEPPP | 1LN1B | 0.3525 | | | | | | | | | | |
| **4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT** | | | | | | | | | | | | | | | | |
| **UNE Port/Loop Combination Rates** | | | | | | | | | | | | | | | | |
| | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1 | I | 1 | UEPDC | | 93.28 | | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2 | I | 2 | UEPDC | | 110.95 | | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3 | I | 3 | UEPDC | | 134.14 | | | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Digital Loop - UNE Zone 1 | I | 1 | UEPDC | USLDC | 57.53 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - UNE Zone 2 | I | 2 | UEPDC | USLDC | 75.40 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - UNE Zone 3 | I | 3 | UEPDC | USLDC | 98.59 | | | | | | | | | | |
| | 4-Wire DDITS Digital Trunk Port | I | | UEPDC | UDD1T | 35.55 | 342.80 | 257.87 | 61.41 | 48.49 | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is | I | | UEPDC | USAC4 | | 312.91 | 312.91 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes | I | | UEPDC | USAWA | | 312.91 | 312.91 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk | I | | UEPDC | USAWB | | 312.91 | 312.91 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order | I | | UEPDC | USAS4 | | 94.88 | 94.88 | | | | | | | | |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk | I | | UEPDC | UDTTA | | 108.67 | 108.67 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk | I | | UEPDC | UDTTB | | 108.67 | 108.67 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID | I | | UEPDC | UDTTC | | 108.67 | 108.67 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID | I | | UEPDC | UDTTD | | 108.67 | 108.67 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans | I | | UEPDC | UDTTE | | 108.67 | 108.67 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **BIPOLAR 8 ZERO SUBSTITUTION** | | | | | | | | | | | | | | | | |
| | B8ZS -Superframe Format | I | | UEPDC | CCOSF | | 0.00 | 590.00 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | B8ZS - Extended Superframe Format | I | | UEPDC | CCOEF | | 0.00 | 590.00 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **Alternate Mark Inversion** | | | | | | | | | | | | | | | | |
| | AMI -Superframe Format | | | UEPDC | MCOSF | | 0.00 | 0.00 | | | | | | | | |
| | AMI - Extended SuperFrame Format | | | UEPDC | MCOPO | | 0.00 | 0.00 | | | | | | | | |
| **Telephone Number/Trunk Group Establisment Charges** | | | | | | | | | | | | | | | | |
| | Telephone Number for 2-Way Trunk Group | I | | UEPDC | UDTGX | 0.00 | | | | | | | 19.99 | 19.99 | | |

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| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Telephone Number for 1-Way Outward Trunk Group | I | | UEPDC | UDTGY | 0.00 | | | | | | | 19.99 | 19.99 | | |
| | Telephone Number for 1-Way Inward Trunk Group Without DID | I | | UEPDC | UDTGZ | 0.00 | | | | | | | 19.99 | 19.99 | | |
| | DID Numbers for each Group of 20 DID Numbers | I | | UEPDC | ND4 | 0.00 | | | | | | | 19.99 | 19.99 | | |
| | DID Numbers, Non- consecutive DID Numbers , Per Number | I | | UEPDC | ND5 | 0.00 | | | | | | | 19.99 | 19.99 | | |
| | 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) | I | | UEPDC | 1LNO1 | 75.83 | 145.98 | 109.85 | 19.66 | 14.99 | | | | | | |
| | Interoffice Channel Mileage - Additional rate per mile - 0-8 miles | I | | UEPDC | 1LNOA | 0.3525 | 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 | I | | UEPDC | 1LNOB | 0.3525 | 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 | I | | UEPDC | 1LNOC | 0.3525 | 0.00 | 0.00 | | | | | | | | |
| | Local Number Portability, per DS0 Activated | I | | UEPDC | LNPCP | 3.15 | 0.00 | 0.00 | 0.00 | | | | | | | |
| | Central Office Termininating 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** | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **UNE DS1 Loop** | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Loop - UNE Zone 1 | I | 1 | UEPMG | USLDC | 57.73 | 0.00 | 0.00 | | | | | | | | |
| | 4-Wire DS1 Loop - UNE Zone 2 | I | 2 | UEPMG | USLDC | 75.40 | 0.00 | 0.00 | | | | | | | | |
| | 4-Wire DS1 Loop - UNE Zone 3 | I | 3 | UEPMG | USLDC | 98.59 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **UNE DSO Channelization Capacities (D4 Channel Bank Configurations)** | | | | | | | | | | | | | | | | |
| | 24 DSO Channel Capacity - 1 per DS1 | I | | UEPMG | VUM24 | 131.87 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 48 DSO Channel Capacity - 1 per 2 DS1s | I | | UEPMG | VUM48 | 263.74 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 96 DSO Channel Capacity -1per 4 DS1s | I | | UEPMG | VUM96 | 527.48 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 144 DS0 Channel Capacity - 1 per 6 DS1s | I | | UEPMG | VUM14 | 791.42 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 192 DS0 Channel Capacity -1 per 8 DS1s | I | | UEPMG | VUM19 | 827.76 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 240 DS0 Channel Capacity - 1 per 10 DS1s | I | | UEPMG | VUM20 | 1,318.70 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 288 DS0 Channel Capacity - 1 per 12 DS1s | I | | UEPMG | VUM28 | 1,582.44 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 384 DS0 Channel Capacity - 1 per 16 DS1s | I | | UEPMG | VUM38 | 2,109.92 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 480 DS0 Channel Capacity - 1 per 20 DS1s | I | | UEPMG | VUM40 | 2,637.40 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 576 DS0 Channel Capacity -1 per 24 DS1s | I | | UEPMG | VUM57 | 3,164.88 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | 672 DS0 Channel Capacity - 1 per 28 DS1s | I | | UEPMG | VUM67 | 3,692.36 | 0.00 | 0.00 | | | | | 19.99 | 19.99 | | |
| | | | | | | | | | | | | | | | | |
| **Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System** | | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes | I | | UEPMG | USAC4 | 0.00 | 303.61 | 15.74 | | | | | 19.99 | 19.99 | | |
| | **System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and** | | | | | | | | | | | | | | | |
| | **New (Not Currently Combined) In Georgia & Tennessee Only** | | | | | | | | | | | | | | | |
| | 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY &TN Only | I | | UEPMG | VUMD4 | 0.00 | 704.68 | 441.48 | 138.36 | 16.41 | | | 19.99 | | | |
| | **Bipolar 8 Zero Substitution** | | | | | | | | | | | | | | | |
| | Clear Channel Capability Format, superframe - Subsequent Activity Only | I | | UEPMG | CCOSF | 0.00 | 0.00 | 590.00 | | | | | | | | |
| | Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only | I | | UEPMG | CCOEF | 0.00 | 0.00 | 590.00 | | | | | | | | |
| | **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 | | | UEPPX | UEPCX | 1.79 | 0.00 | 0.00 | 0.00 | 0.00 | | | 30.89 | 7.03 | | |
| | Line Side Outward Channelized PBX Trunk Port - Business | | | UEPPX | UEPOX | 1.79 | 0.00 | 0.00 | 0.00 | 0.00 | | | 30.89 | 7.03 | | |
| | Line Side Inward Only Channelized PBX Trunk Port without DID | | | UEPPX | UEP1X | 1.79 | 0.00 | 0.00 | 0.00 | 0.00 | | | 30.89 | 7.03 | | |
| | 2-Wire Trunk Side Unbundled Channelized DID Trunk Port | | | UEPPX | UEPDM | 8.97 | 0.00 | 0.00 | 0.00 | 0.00 | | | 30.89 | 7.03 | | |
| | **Feature Activations - Unbundled Loop Concentration** | | | | | | | | | | | | | | | |
| | Feature (Service) Activation for each Line Side Port Terminated in D4 Bank | I | | UEPPX | 1PQWM | 0.66 | 23.94 | 12.64 | 3.82 | 3.80 | | | 30.89 | 7.03 | | |
| | Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank | I | | UEPPX | 1PQWU | 0.66 | 73.67 | 17.37 | 54.09 | 10.57 | | | 30.89 | 7.03 | | |
| | **Telephone Number/ Group Establishment Charges for DID Service** | | | | | | | | | | | | | | | |
| | DID Trunk Termination (1 per Port) | | | UEPPX | NDT | 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 | I | | 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 | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| **UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES** | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules. | | | | | | | | | | | | | | | |
| | These scenarios include: | | | | | | | | | | | | | | | |
| | 1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia, Kentucky, Louisiana and Tennessee. | | | | | | | | | | | | | | | |
| | 2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines. | | | | | | | | | | | | | | | |
| | The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | |
| | The Market Rate for unbundled ports includes all available features in all states. | | | | | | | | | | | | | | | |
| | 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 which have a flat rate usage charge (USOC: URECU). | | | | | | | | | | | | | | | |
| | For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly. | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | **2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)** | | | | | | | | | | | | | | | |
| | **UNE Port/Loop Combination Rates** | | | | | | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 1 | I | 1 | | | 26.48 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | I | 2 | | | 30.31 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | I | 3 | | | 35.32 | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 1 | | 1 | UEPRX | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 2 | | 2 | UEPRX | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 3 | | 3 | UEPRX | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port (Res)** | | | | | | | | | | | | | | | |
| | 2-Wire voice unbundled port - residence | I | | UEPRX | UEPRL | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled port with Caller ID - res | I | | UEPRX | UEPRC | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled port outgoing only - res | I | | UEPRX | UEPRO | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res | I | | UEPRX | UEPAQ | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R) | I | | UEPRX | UEPAK | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER) | I | | UEPRX | UEPAL | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR) | I | | UEPRX | UEPAM | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X) | I | | UEPRX | UEPAN | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR) | I | | UEPRX | UEPAO | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundles res, low usage line port with Caller ID (LUM) | I | | UEPRX | UEPAP | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPRX | LNPCX | 0.35 | | | | | | | | | | |
| | **FEATURES** | | | | | | | | | | | | | | | |
| | All Features Offered | I | | UEPRX | UEPVF | 0.00 | 0.00 | 0.00 | | | | | | | | |
| | 2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is | I | | UEPRX | USAC2 | | 41.50 | 41.50 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop / Line Port Combination - Switch with change | I | | UEPRX | USACC | | 41.50 | 41.50 | | | | | | | | |
| | **ADDITIONAL NRCs** | I | | | | | | | | | | | | | | |
| | NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent | | | UEPRX | USAS2 | | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | **2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)** | | | | | | | | | | | | | | | |
| | **UNE Port/Loop Combination Rates** | | | | | | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 1 | I | 1 | | | 26.48 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | I | 2 | | | 30.31 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | I | 3 | | | 35.32 | | | | | | | | | | |
| | **UNE Loop Rates** | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 1 | | 1 | UEPBX | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 2 | | 2 | UEPBX | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 3 | | 3 | UEPBX | UEPLX | 21.32 | | | | | | | | | | |
| | **2-Wire Voice Grade Line Port (Bus)** | | | | | | | | | | | | | | | |
| | 2-Wire voice unbundled port without Caller ID - bus | I | | UEPBX | UEPBL | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled port with Caller + E484 ID - bus | I | | UEPBX | UEPBC | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled port outgoing only - bus | I | | UEPBX | UEPBO | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus | I | | UEPBX | UEPAV | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1) | I | | UEPBX | UEPAC | 14.00 | | | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2) | I | | UEPBX | UEPAD | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F) | I | | UEPBX | UEPAE | 14.00 | | | | | | | 30.89 | 7.03 | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPBX | LNPCX | 0.35 | | | | | | | | | | |
| **FEATURES** | | | | | | | | | | | | | | | | |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is | I | | UEPBX | USAC2 | | 41.50 | 41.50 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop / Line Port Combination - Switch with change | I | | UEPBX | USACC | | 41.50 | 41.50 | | | | | | | | |
| **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent | I | | UEPBX | USAS2 | | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| **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 | I | 1 | | | 26.48 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | I | 2 | | | 30.31 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | I | 3 | | | 35.32 | | | | | | | | | | |
| **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 1 | | 1 | UEPRG | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 2 | | 2 | UEPRG | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 3 | | 3 | UEPRG | UEPLX | 21.32 | | | | | | | | | | |
| **2-Wire Voice Grade Line Port Rates (RES - PBX)** | | | | | | | | | | | | | | | | |
| | 2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res | I | | UEPRG | UEPRD | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPRG | LNPCP | 3.15 | | | | | | | | | | |
| **FEATURES** | | | | | | | | | | | | | | | | |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is | I | | UEPRG | USAC2 | | 41.50 | 41.50 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change | I | | UEPRG | USACC | | 41.50 | 41.50 | | | | | | | | |
| **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | 2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring | | | | | | 0.00 | 0.00 | | | | | | | | |
| | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group | I | | | | | 14.64 | 14.64 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **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 | I | 1 | | | 26.48 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 2 | I | 2 | | | 30.31 | | | | | | | | | | |
| | 2-Wire VG Loop/Port Combo - Zone 3 | I | 3 | | | 35.32 | | | | | | | | | | |
| **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 1 | | 1 | UEPPX | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 2 | | 2 | UEPPX | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 3 | | 3 | UEPPX | UEPLX | 21.32 | | | | | | | | | | |
| **2-Wire Voice Grade Line Port Rates (BUS - PBX)** | | | | | | | | | | | | | | | | |
| | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus | I | | UEPPX | UEPPC | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | Line Side Unbundled Outward PBX Trunk Port - Bus | I | | UEPPX | UEPPO | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | Line Side Unbundled Incoming PBX Trunk Port - Bus | I | | UEPPX | UEPP1 | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Ports | I | | UEPPX | UEPLD | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port | I | | UEPPX | UEPT2 | 14.00 | | | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port | I | | UEPPX | UEPTO | 14.00 | | | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port | I | | UEPPX | UEPXA | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports | I | | UEPPX | UEPXB | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD DDD Terminals Port | I | | UEPPX | UEPXC | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port | I | | UEPPX | UEPXD | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port | I | | UEPPX | UEPXE | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port | I | | UEPPX | UEPXL | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port | I | | UEPPX | UEPXM | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN | I | | UEPPX | UEPXN | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port | I | | UEPPX | UEPXO | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port | I | | UEPPX | UEPXS | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |

**BellSouth/MCIm**
**TENNESSEE**
**Rates**
**For**
**Network Elements**

| CATEGORY | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port | I | | UEPPX | UEPXU | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port | I | | UEPPX | UEPXV | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPPX | LNPCP | 3.15 | | | | | | | | | | |
| **FEATURES** | | | | | | | | | | | | | | | | |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is | I | | UEPPX | USAC2 | | 41.50 | 41.50 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change | I | | UEPPX | USACC | | 41.50 | 41.50 | | | | | | | | |
| **ADDITIONAL NRCs** | | I | | | | | | | | | | | | | 20.00 | 20.00 |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Subsequent | I | | UEPPX | USAS2 | | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | 2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring | | | | | | 0.00 | 0.00 | | | | | | | | |
| | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group | I | | | | | 14.64 | 14.64 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| **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 | I | | | | 26.48 | | | | | | | | | | |
| | 2-Wire VG Coin Port/Loop Combo – Zone 2 | I | | | | 30.31 | | | | | | | | | | |
| | 2-Wire VG Coin Port/Loop Combo – Zone 3 | I | | | | 35.32 | | | | | | | | | | |
| **UNE Loop Rates** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 1 | | | UEPCO | UEPLX | 12.48 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 2 | | | UEPCO | UEPLX | 16.31 | | | | | | | | | | |
| | 2-Wire Voice Grade Loop (SL1) - Zone 3 | | | UEPCO | UEPLX | 21.32 | | | | | | | | | | |
| **2-Wire Voice Grade Line Port Rates (Coin)** | | | | | | | | | | | | | | | | |
| | 2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) | I | | UEPCO | UEPTB | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) | I | | UEPCO | UEPRP | 14.00 | | | | | | | 30.89 | 7.03 | | |
| | 2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) | I | | UEPCO | UEPTA | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) | I | | UEPCO | UEPCA | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Coin Outward with Operator Screening and 011 Blocking (TN) | I | | UEPCO | UEPTC | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) | I | | UEPCO | UEPOT | 14.00 | 90.00 | 90.00 | | | | | 30.89 | 7.03 | | |
| **LOCAL NUMBER PORTABILITY** | | | | | | | | | | | | | | | | |
| | Local Number Portability (1 per port) | I | | UEPCO | LNPCX | 0.35 | | | | | | | | | | |
| **NONRECURRING CHARGES - CURRENTLY COMBINED** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is | I | | UEPCO | USAC2 | | 41.50 | 41.50 | | | | | 30.89 | 7.03 | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change | I | | UEPCO | USACC | | 41.50 | 41.50 | | | | | | | | |
| **ADDITIONAL NRCs** | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop/ Line Port Combination - Subsequent | I | | UEPCO | USAS2 | | 0.00 | 0.00 | | | | | 30.89 | 7.03 | | |
| | | | | | | | | | | | | | | | | |
| **NOTE: All elements marked with an "I" in column D and shaded are interim subject to retroactive true-up.** | | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**Tennessee**
**Rates**
**for**
**Local Interconnection**

| CATEGORY | NOTES | LOCAL INTERCONNECTION | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | **NOTE: All elements marked with an "I" in column D and shaded are interim subject to retroactive true-up.** | | | | | | | | | | | | | | | | |
| **LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)** | | | | | | | | | | | | | | | | | |
| | **ISP-bound Traffic** | | | | | | | | | | | | | | | | |
| | | ISP-bound Traffic, per MOU (June 14, 2001 through December 13, 2001) | | | | | $0.0015000 | | | | | | | | | | |
| | | ISP-bound Traffic, per MOU (December 14, 2001 through June 13, 2003) | | | | | $0.0010000 | | | | | | | | | | |
| | | ISP-bound Traffic, per MOU (June 14, 2003 forward) | | | | | $0.0007000 | | | | | | | | | | |
| | **END OFFICE SWITCHING** | | | | | | | | | | | | | | | | |
| | | End Office Switching Function, Per MOU | | | OHD | | $0.0008041 | | | | | | | | | | |
| | **TANDEM SWITCHING** | | | | | | | | | | | | | | | | |
| | | Tandem Switching Function Per MOU | | | OHD | | $0.0009778 | | | | | | | | | | |
| | | Multiple Tandem Switching, per MOU (applies to intial tandem only) | | | OHD | | $0.0009778 | | | | | | | | | | |
| | **TRUNK CHARGE** | | | | | | | | | | | | | | | | |
| | | Installation Trunk Side Service - per DS0 | | | OHD | TPP++ | | 334.29 | 57.01 | | | | | | | | |
| | | Dedicated End Office Trunk Port Service-per DS0** | | | OHD | TDE0P | 0.00 | | | | | | | | | | |
| | | Dedicated End Office Trunk Port Service-per DS1** | | | 0H1 OH1MS | TDE1P | 0.00 | | | | | | | | | | |
| | | Dedicated Tandem Trunk Port Service-per DS0** | | | OHD | TDW0P | 0.00 | | | | | | | | | | |
| | | Dedicated Tandem Trunk Port Service-per DS1** | | | OH1 OH1MS | TDW1P | 0.00 | | | | | | | | | | |
| | ** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements | | | | | | | | | | | | | | | | |
| **LOCAL INTERCONNECTION (TRANSPORT)** | | | | | | | | | | | | | | | | | |
| | **COMMON TRANSPORT (Shared)** | | | | | | | | | | | | | | | | |
| | | Common Transport - Per Mile, Per MOU | | | OHD | | $0.0000064 | | | | | | | | | | |
| | | Common Transport - Facilities Termination Per MOU | | | OHD | | $0.0003871 | | | | | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE** | | | | | | | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month | | | OHL, OHM | 1L5NF | 0.0174 | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month | | | OHL, OHM | 1L5NF | 18.58 | 55.39 | 17.37 | 27.96 | 3.51 | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS** | | | | | | | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month | | | OHL, OHM | 1L5NK | 0.0174 | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month | | | OHL, OHM | 1L5NK | 17.98 | 55.39 | 17.37 | 27.96 | 3.51 | | | | | | |
| | | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month | | | OHL, OHM | 1L5NK | 0.0174 | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month | | | OHL, OHM | 1L5NK | 17.98 | 55.39 | 17.37 | 27.96 | 3.51 | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1** | | | | | | | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | OH1 OH1M | 1L5NL | 0.3562 | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month | | | OH1 OH1M | 1L5NL | 77.86 | 112.40 | 76.27 | 19.55 | 14.99 | | | | | | |
| | **INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3** | | | | | | | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | OH3 OH3M | 1L5NM | 2.34 | | | | | | | | | | |
| | | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | OH3 OH3M | 1L5NM | 848.99 | 395.29 | 176.56 | 109.04 | 105.91 | | | | | | |
| | **LOCAL CHANNEL - DEDICATED TRANSPORT** | | | | | | | | | | | | | | | | |
| | | Local Channel - Dedicated - 2-Wire Voice Grade per month | | | OHL OHM | TEFV2 | 19.02 | 199.33 | 24.16 | 54.81 | 4.80 | | | | | | |
| | | Local Channel - Dedicated - 4-Wire Voice Grade per month | | | OHL OHM | TEFV4 | 20.56 | 201.53 | 24.83 | 55.52 | 5.51 | | | | | | |
| | | Local Channel - Dedicated - DS1 per month | | | OH1 | TEFHG | 40.99 | 277.35 | 233.26 | 33.18 | 22.30 | | | | | | |
| | | Local Channel - Dedicated - DS3 Facility Termination per month | | | OH3 | TEFHJ | 611.30 | 595.37 | 304.50 | 215.82 | 151.15 | | | | | | |
| | **LOCAL INTERCONNECTION MID-SPAN MEET** | | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**Tennessee**
**Rates**
**for**
**Local Interconnection**

| CATEGORY | NOTES | LOCAL INTERCONNECTION | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | 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 | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | **NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.** | | | | | | | | | | | | | | | | |
| | **MULTIPLEXERS** | | | | | | | | | | | | | | | | |
| | | Channelization - DS1 to DS0 Channel System | | | OH1 | OH1M | SATN1 | 80.77 | 141.87 | 77.11 | 14.51 | 13.86 | | | | | | |
| | | DS3 to DS1 Channel System per month | | | OH3 | OH3MS | SATNS | 222.98 | 308.03 | 108.47 | 44.47 | 42.62 | | | | | | |
| | | DS3 Interface Unit (DS1 COCI) per month | | | OH1 | OH1MS | SATCO | 17.58 | 6.07 | 4.66 | | | | | | | | |
| | | Interface Unite - Interface DS1 to DS0 - OCU - DP Card | | | | | | 1.82 | 6.07 | 4.66 | | | | | | | | |
| | | Interface Unite - Interface DS1 to DS0 - Brite Card | | | | | | 3.10 | 6.07 | 4.66 | | | | | | | | |
| | | Interface Unit - Interface DS1 to DS0 - Voice Grade Card | | | | | | 0.91 | 6.07 | 4.66 | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
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**BellSouth/MCIm**
**Tennesse**
**Rates**
**for**
**Collocation**

| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES ($) Nonrecurring Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | Nonrecurring Disconnect Add'l | OSS RATES ($) Svc Order Submitted Elec per LSR SOMEC | Svc Order Submitted Manually per LSR SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **NOTE: All elements marked with an "I" in column D and shaded are interim subject to retroactive true-up.** | | | | | | | | | | | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | I | | CLO | PE1BA | | 3,767.00 | 3,767.00 | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | I | | CLO | PE1CA | | 3,140.00 | 3,140.00 | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | I | | CLO | PE1SJ | | 1,204.00 | 1,204.00 | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 2.74 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 2.95 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 100.14 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | I | | CLO | PE1BD | | 1,757.00 | 1,757.00 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | I | | CLO | PE1PJ | 6.75 | | | | | | | | | | |
| | | | | | | | 19.80 | | | | | | | | | | |
| | | Physical Collocation - Power per Fused Amp | I | | CLO | PE1PL | 8.87 | | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.60 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 11.22 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 16.82 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 38.84 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | I | | UEANL, UEA,UDN,UDC,UAL,UHL, UCL,UEQ | PE1P2 | 0.033 | 33.82 | 31.92 | | | | | | | | |
| | | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | I | | UEPSR, UEPSB | PE1LS | 0.033 | 33.82 | 31.92 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | I | | UEPSR | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res | I | | UEPRX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | I | | UEPSP | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | I | | UEPSE | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | I | | UEPSB | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | I | | UEPSX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | I | | UEPTX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire | I | | UEPDD | PE1R4 | 0.50 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | I | | UEPEX | PE1R4 | 0.50 | 19.20 | 19.20 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | I | | CLO | PE1P4 | 0.066 | 33.94 | 31.95 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | I | | CLO | PE1P1 | 1.51 | 53.27 | 40.16 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | I | | CLO | PE1P3 | 19.26 | 52.37 | 38.89 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | I | | CLO | PE1F2 | 3.82 | 52.37 | 38.89 | | | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | I | | CLO | PE1F4 | 6.79 | 65.03 | 51.55 | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | I | | CLO | PE1BW | 218.53 | | | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | I | | CLO | PE1CW | 21.44 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - Security System per Central Office | I | | CLO | PE1AX | 55.99 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | I | | CLO | PE1A1 | 0.059 | 55.67 | 55.67 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | I | | CLO | PE1AA | | 15.61 | 15.61 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | I | | CLO | PE1AR | | 45.64 | 45.64 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | I | | CLO | PE1AK | | 26.24 | 26.24 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | I | | CLO | PE1AL | | 26.24 | 26.24 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 2,154.00 | 2,154.00 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | I | | UEANL, CLO | PE1PE | 0.40 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | I | | CLO | PE1PF | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | I | | CLO | PE1PG | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | I | | CLO | PE1PH | 8.00 | | | | | | | | | | |

**BellSouth/MCIm**
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**Collocation**

| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES ($) Nonrecurring Rec | Nonrecurring First | Nonrecurring Add'l | Disconnect First | Disconnect Add'l | OSS RATES ($) Svc Order Submitted Elec per LSR SOMEC | Svc Order Submitted Manually per LSR SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | I | | CLO | PE1B2 | 38.79 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | I | | CLO | PE1B4 | 52.31 | | | | | | | | | | |
| | | Collocation Cable Records - per request * | I | | CLO | PE1CR | | 1,711.00 | 1,168.00 | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record * | I | | CLO | PR1CD | | 925.06 | 925.06 | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair * | I | | CLO | PE1CO | | 18.05 | 18.05 | | | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE * | I | | CLO | PE1C1 | | 8.45 | 8.45 | | | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE * | I | | CLO | PE1C3 | | 29.57 | 29.57 | | | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per cable record * | I | | CLO | PE1CB | | 279.42 | 279.42 | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | I | | CLO | PE1BT | | 33.91 | 21.49 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | I | | CLO | PE1OT | | 44.17 | 27.76 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | I | | CLO | PE1PT | | 54.42 | 34.02 | | | | | | | | |
| | | Physical Caged Collocation-App Cost(initial & sub)-Planning, per request | I | | CLO | PEIAC | 16.16 | 2,903.66 | 2,903.66 | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Grounding, per location | I | | CLO | PE1BB | 4.32 | | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed | | | CLO | PE1SN | | 142.40 | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed | | | CLO | PE1SO | | 185.72 | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed | | | CLO | PEISP | | 242.05 | | | | | | | | | |
| | | Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft. | | | CLO | PE1S1 | 110.97 | | | | | | | | | | |
| | | Phycical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft. | | | CLO | PE1S5 | 55.49 | | | | | | | | | | |
| | | Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft. | I | | CLO | PE1CP | 0.0156 | | | | | | | | | | |
| | | Phycical Caged Collocation-Cable Installation-Entrance Fiber, per cable | I | | CLO | PE1CQ | | 944.27 | | | | | | | | | |
| | | Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft. | I | | CLO | PE1FS | 4.14 | | | | | | | | | | |
| | | Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable | | | CLO | PE1CS | 21.47 | | | | | | | | | | |
| | | Plhysical Caged Collocation-Power-Power Construction, per amp DC plant□ | | | CLO | PE1PN | 3.55 | | | | | | | | | | |
| | | Physical Caged Collocation-Power-Power Consumption,per amp AC usage | | | CLO | PE1PO | 2.03 | | | | | | | | | | |
| | | Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt. | | | CLO | PE12C | 0.0475 | 7.69 | | | | | | | | | |
| | | Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt. | | | CLO | PE14C | 0.0475 | 7.69 | | | | | | | | | |
| | | Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt. | | | CLO | PE11S | 7.68 | 41.65 | | | | | | | | | |
| | | Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt. | | | CLO | PE11X | 0.38 | 41.65 | | | | | | | | | |
| | | Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt. | | | CLO | PE13S | 53.96 | 298.03 | | | | | | | | | |
| | | Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt. | | | CLO | PE13X | 9.32 | 298.03 | | | | | | | | | |
| | | Physical Caged Collocation-Security Access-Access Cards, per 5 Cards | | | CLO | PE1A2 | | 76.10 | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft. | I | | CLO | PE1ES | 0.0031 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft. | | | CLO | PE1DS | 0.0045 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable | | | CLO | | | 555.03 | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable | | | CLO | | | 555.03 | | | | | | | | | |
| | | Cage Construction - Land and Building - per 100sf cage | | | | | 594.04 | | | | | | | | | | |
| | | Cage Construction - Land and Building - per sf cage | | | | | 5.94 | | | | | | | | | | |
| | | Entrance Fiber | | | | | 2.56 | 944.27 | | | | | | | | | |
| | | Entrance Fiber - Structure Charge - per foot innerduct | | | | | 0.156 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| ADJACENT COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | I | | CLO | PE1JA | 0.069 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | I | | CLO | PE1JC | 6.06 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | I | | CLO | PE1P2 | 0.033 | 33.82 | 31.92 | | | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | I | | UEA,UHL,UDL,UCL,CLO | PE1P4 | 0.066 | 33.94 | 31.95 | | | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | I | | USL,CLO | PE1P1 | 1.51 | 53.27 | 40.16 | | | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | I | | CLO | PE1P3 | 19.26 | 52.37 | 38.89 | | | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | I | | CLO | PE1F2 | 3.82 | 52.37 | 38.89 | | | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | I | | CLO | PE1F4 | 6.79 | 65.03 | 51.55 | | | | | | | | |

**BellSouth/MCIm**
**Tennesse**
**Rates**
**for**
**Collocation**

| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES ($) Nonrecurring Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | Nonrecurring Disconnect Add'l | OSS RATES ($) Svc Order Submitted Elec per LSR SOMEC | Svc Order Submitted Manually per LSR SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Adjacent Collocation - Application Fee | I | | CLO | PE1JB | | 3,160.00 | | | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | I | | CLO | PE1FB | 5.60 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | I | | CLO | PE1FD | 11.22 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | I | | CLO | PE1FE | 16.82 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | I | | CLO | PE1FG | 38.84 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee * | I | | CLORS | PE1RA | | 872.95 | 872.95 | | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack * | I | | CLORS | PE1RB | 219.37 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key * | I | | CLORS | PE1RD | | 26.23 | 26.23 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested * | I | | CLORS | PE1SR | | 232.12 | 232.12 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested * | I | | CLORS | PE1RE | | 75.23 | 75.23 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | I | | CLORS | PE1RR | | 234.15 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | I | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | I | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| VIRTUAL COLLOCATION (VC) | | | | | | | | | | | | | | | | | |
| | | VC - Application Cost - application, per central office | | | | | | 2,633.00 | | | | | | | | | |
| | | VC - Cable Installation Cost Per Cable | | | | | | 1,749.00 | | | | | | | | | |
| | | VC - Floor space per square foot | | | | | 3.910 | | | | | | | | | | |
| | | VC - Floor space power, per ampere | | | | | 6.790 | | | | | | | | | | |
| | | VC - Cable support structure, per entrance cable | | | | | 17.870 | | | | | | | | | | |
| | | VC - 2-wire cross connects | | | | | 0.570 | 11.62 | 9.90 | 10.38 | 8.66 | | | | | | |
| | | VC - 4-wire cross connects | | | | | 0.570 | 11.81 | 10.04 | 10.44 | 8.67 | | | | | | |
| | | VC - DS1 cross connects | | | | | 1.320 | 32.22 | 17.76 | 10.46 | 8.75 | | | | | | |
| | | VC - DS3 cross connects | | | | | 12.320 | 29.97 | 16.30 | 12.03 | 8.99 | | | | | | |
| | | VC - Security Escort - Basic, Per Half Hour | | | | | | 33.15 | 20.44 | | | | | | | | |
| | | VC - Security Escort - Overtime, Per Half Hour | | | | | | 41.50 | 25.61 | | | | | | | | |
| | | VC - Security Escort - Premium, Per Half Hour | | | | | | 49.86 | 30.79 | | | | | | | | |
| | | VC - 2-wire Cross connects - Incremental cost - manual svc order vs electronic | | | | | | 2.07 | 2.81 | .067 | 1.41 | | | | | | |
| | | VC - 4-wire cross connects - Incremental cost - manual svc order vs. electronic | | | | | | 2.07 | 2.81 | .067 | 1.41 | | | | | | |
| | | VC - DS1/DS3 cross connects - Incrm. Cost - manual svc order vs. electronic | | | | | | 2.07 | 2.81 | .067 | 1.41 | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | * Interim rates which are subject to true-up. | | | | | | | | | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

**BellSouth/MCIm**
**Tennessee**
**Rates**
**For**
**Number Portability**

| CATEGORY | NOTES | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | ncremental Charge - Manual Svc Order vs. Electronic-1st | ncremental Charge - Manual Svc Order vs. | ncremental Charge - Manual Svc Order vs. Electronic-Disc | ncremental Charge - Manual Svc Order vs. |
| | | | | | | | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | **NOTE: All elements marked with an "I" in column D and shaded are interim subject to retroactive true-up.** | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF** | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | I | | | TNPBL | 1.50 | | | | | | | | | | |
| | | RCF, per number ported (Residence Line) | I | | | TNPRL | 1.25 | | | | | | | | | | |
| | | RCF, add'l capacity for simultaneous call forwarding, per additional path | I | | | | 0.50 | | | | | | | | | | |
| | | RCF, per service order, per location (Business) | I | | | TNPBD | | 25.00 | 25.00 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | RCF, per service order, per location (Residence) | I | | | TNPRD | | 25.00 | 25.00 | | | | | 19.99 | 19.99 | 19.99 | 19.99 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID** | | | | | | | | | | | | | | | | | |
| | | SPNP - DID, Per number Ported, Residence | | | | | | 0.94 | | | | | | | | | |
| | | SPNP - DID, Per number Ported, Business | | | | | | 0.94 | | | | | | | | | |
| | | SPNP - DID, Per Service Order, Per Location | | | | | | 0.74 | | | | | | | | | |
| | | SPNP - DID, Per trunk termination, initial | | | | | 7.86 | 129.66 | | | | | | | | | |
| | | SPNP - DID, Per trunk termination, subsequent | | | | | 7.69 | 37.32 | | | | | | | | | |
| | | SPNP - Manual Svc Order vs electronic | | | | | | 20.35 | 21.09 | 13.32 | 14.06 | | | | | | |
| | | SPNP - Incremental Cost - Manual Svc Order vs. Electronic | | | | | | 20.35 | 2109 | 13.32 | 14.06 | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **SERVICE PROVIDER NUMBER PORTABILITY (RIPH)** | | | | | | | | | | | | | | | | | |
| | | SPNP - RIPH, Functionality, Per Central Office | | | | | | 180.61 | | | | | | | | | |
| | | SPNP - RIPH, Functionality, Per Rearrangment | | | | | | 68.83 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

**BellSouth/MCI**
**Tennesee**
**Rates**
**For**
**Billing Usage**

| CATEGORY | NOTES | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES ($) | | | | | OSS RATES ($) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | Svc Order Submitted Elec per LSR | vc Order Submitted Manually per LSR | ncremental Charge - Manual Svc Order vs. Electronic-1st | ncremental Charge - Manual Svc Order vs. | ncremental Charge - Manual Svc Order vs. Electronic-Disc | ncremental Charge - Manual Svc Order vs. |
| | | | | | | | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **ODUF/EDOUF/ADUF/CMDS** | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **OPTIONAL DAILY USAGE FILE (ODUF)** | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000044 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.0027366 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 52.75 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.0000339 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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## Attachment 2
## LOCAL RESALE

# ATTACHMENT 2

# LOCAL RESALE

## Section 1. General Terms and Conditions for Resale

1.1 At the request of MCIm, and pursuant to the requirements of the Act, State Commission rulings, and FCC Rules and Regulations in effect, BellSouth shall make available to MCIm for resale any retail Telecommunications Service that BellSouth currently provides or may offer hereafter, including, but not limited to, vertical features and extended area service plans. The retail Telecommunications Services provided by BellSouth to MCIm pursuant to this Agreement are collectively referred to as "Local Resale."

1.1.1 Local Resale shall include all Telecommunications Services offered by BellSouth to parties other than Telecommunications Carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. Any service offering to end users on a retail basis out of the access tariffs that does not comport with the Act or any rules or regulations promulgated thereunder, is subject to the resale discount requirements.

1.2 BellSouth will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of its Telecommunications Services.

1.3 Features and Functions available for Resale. For all Telecommunications Services purchased by MCIm for resale as provided herein, BellSouth shall make available to MCIm all functions and features associated with any particular Telecommunications Service to the same extent such functions and features are made available to BellSouth's retail customers for that particular Telecommunications Service. Such features and functions may include, but shall not be limited to:

(a) Dial tone and ring
(b) Capability for either dial pulse or touch tone recognition
(c) Capability to complete calls to any location
(d) 1+ IntraLATA toll calling
(e) 1+ InterLATA toll calling
(f) CIC ("dial around") dialing (10-10-XXX)

1.4 BellSouth shall provide MCIm advance notice, via Internet posting of price changes and promotions and of discontinuance or grandfathering of services, or features or functions of services available for resale, and introduction of any services or features or functions of services. Such notice shall be the greater of

45 days or the amount of time provided to BellSouth's own retail sales organization.

1.5 Pursuant to 47 CFR 51.617 (b), any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth from the appropriate interexchange carrier. No such switched access charges are to be assessed to MCIm, unless MCIm is acting as the interexchange carrier.

1.6 Pursuant to 47 CFR Section 51.617 (a), BellSouth will bill MCIm end user common line charges, and the charge for changing the designated primary interexchange carrier, identical to the end user common line charges BellSouth bills its end users. No wholesale discount shall apply to these charges.

1.7 BellSouth will provide MCIm with at least the capability to provide an MCIm subscriber with the same level of service quality as BellSouth provides its own subscribers, subsidiaries, Affiliates, end-users or any third party with respect to all Telecommunications Services.

1.8 The specific business process requirements and OSS interface requirements for Local Resale are set forth in Attachment 8 of this Agreement.

1.9 BellSouth shall make available Telecommunications Services for resale at the wholesale discount set forth in Exhibit A of this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates or the exclusions and limitations. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal**.**

1.10 MCIm may purchase resale services from BellSouth for its own use in operating its business, as long as MCIm orders services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate resale account teams pursuant to Attachment 8 of this Agreement.

1.11 MCIm will be the customer of record for all Local Resale purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from MCIm for all Local Resale.

1.12 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

1.13 Local Resale is furnished subject to the condition that it will not be used for any unlawful purpose.

1.14 The Parties will work cooperatively with each other and with law enforcement agencies to address any unlawful use of service. Any potential or perceived unlawful use of service by an MCIm end user will be referred to MCIm for resolution with the proper authorities.

1.15 BellSouth's Inside Wire Maintenance Service Plan shall be made available for resale to MCIm at the same rates, terms and conditions as BellSouth provides to its own end users and without the wholesale discount.

1.16 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to MCIm in accordance with FCC rules and will be filed in BellSouth's FCC No. 1. This charge will not be discounted.

***Section 2. Provision of Services Available for Resale.***

2.1 MCIm may resell Telecommunications Services subject to Exhibit B of this Attachment and the following:

2.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions (i.e., cross-class selling).

2.1.2 Usage allowances described in BellSouth's Tariffs for any particular service (e.g., by way of example only and not as a limitation, directory assistance free usage allowance) shall not be aggregated by MCIm for more than one end user. Volume discount offerings (e.g., by way of example only and not as a limitation, Watsaver® service) may be aggregated by MCIm for multiple end users.

2.1.3 MCIm shall not resell Telecommunications Services in a geographic area in which MCIm is not authorized by law to provide exchange service or exchange access.

2.2 BellSouth shall ensure that tariff restrictions regarding resale shall be consistent with the orders of the State Commission and FCC orders pertaining to resale.

2.3 Requirements for Specific Services

2.3.1 Lifeline and Link-up. BellSouth shall make available for resale in accordance with Exhibit B to this Attachment and with Commission and FCC rules and regulations Lifeline and Link-up Services on the terms and

conditions set forth in BellSouth's applicable tariffs. Such services shall be available to MCIm for resale only to those MCIm subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Linkup. MCIm shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth, such programs shall be offered to MCIm on terms and conditions as required by Applicable Law.

2.3.2 Grandfathered Services. BellSouth shall offer for resale to MCIm all grandfathered services on the same terms and conditions under which such services are offered to BellSouth's retail end users. Such services will be available for resale only to those MCIm subscribers who would be eligible to purchase the service from BellSouth. For purposes of this Attachment, a grandfathered service is a service that BellSouth offers to retail end users who were subscribers of such service at the time the service was grandfathered, but which BellSouth does not make available to new end users or to end users who were not subscribers of such service at the time the service was grandfathered.

2.3.3 N11 Service. BellSouth shall make available for resale any new and existing N11 services in accordance with Exhibit B. MCIm shall have the right to resell 911 or E911 services, in accordance with Exhibit B.

2.3.4 Customer Specific Offerings including Contract Service Arrangements and Other Customer Specific Offerings ("CSAs"). CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with State Commission and FCC Rules and Regulations less the wholesale discount set forth in Exhibit A.

2.3.5 Promotions.

2.3.5.1 For purposes of this Agreement, a BellSouth promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCIm, for example, by offering a sequential series of 90-day or less promotional rates to BellSouth subscribers.

2.3.5.2 BellSouth shall make Telecommunications Services subject to short-term promotions available to MCIm at the short term promotional rate, according to Exhibit B, or the discounted resale rate, according to Exhibit A, at MCIm's option.

2.3.5.3 MCIm shall offer a promotion obtained from BellSouth to customers who would qualify for the promotion if they received it directly from BellSouth; however, MCIm shall otherwise remain free to package and price the resold promotion without restriction. A BellSouth promotion for a particular service shall not limit MCIm's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the promotion.

2.3.6 Special assemblies for Telecommunications Services shall be available for resale, at the same terms and conditions offered to BellSouth's end users, and in accordance with State and FCC Rules and Regulations. Special assembly shall be made available for resale at the price of the special assembly less the wholesale discount.

2.3.7 To the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, BellSouth shall offer such services on the same terms and conditions to MCIm at the wholesale discount rate specified in Exhibit A to this Attachment.

2.3.8 Pay Phone Service

2.3.8.1 BellSouth shall make available to MCIm for resale all public telephone access services (pay phone), including all local services, features, and functionalities and with at least the same level of standards as BellSouth provides such services to its affiliates and independent pay telephone providers. Such services shall be made available at discounts as set forth in Exhibit A and subject to the terms of Exhibit B of this Attachment.

2.3.9 Voice Mail Service

2.3.9.1 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount for use in conjunction with voice mail services:

- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- CF/Busy (Call Forward Busy Line)
- CF/DA (Call Forward Don't Answer)

2.3.9.2 The services listed in BellSouth's Messaging Services Information Package shall be made available for resale without the wholesale discount, on an integrated basis.

2.3.10 Hospitality Service. BellSouth shall provide to MCIm, for resale at the wholesale discount, hospitality lines (e.g., hotel/motel and hospital) with the same features and functions that it provides to its own end users.

2.3.11 BellSouth shall provide for resale all Advanced Intelligent Network ("AIN") services, and all features and functions available with such services, under the same terms and conditions as BellSouth makes them available to its own retail customers.

***Section 3. Maintenance of Services:***

3.1 All maintenance of Services for resale will be done according to the maintenance requirements of Attachment 8 of this Agreement.

***Section 4. Establishment of Services:***

4.1 Establishment of Services for resale will be done according to the requirements of Attachment 8 of this Agreement.

***Section 5. Payment and Billing Arrangements***

5.1 Payment and billing arrangements for resale will be done according to the requirements of Attachment 8 of this Agreement. BellSouth will not perform billing and collection services on MCIm's behalf for MCIm's end users as a result of the execution of this Agreement.

***Section 6. Discontinuance of Service***

6.1 Discontinuance of Service to MCIm and MCIm's end users will be subject to the provisions of Attachment 8 of this Agreement.

***Section 7. Applicable OSS Rates***

7.1 Rates applicable to OSS for resale are set forth in Attachment 1, Table 1 of this Agreement.

***EXHIBIT A***

**PAGE 1 OF 1**

**APPLICABLE DISCOUNTS**

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

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

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

** In Tennessee, if MCIm provides its own operator services and directory services, the discount shall be 21.56%.

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

***Exhibit B***
**Page 1 of 2**

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

| | Type of Service | AL | | FL | | GA | | KY | | LA | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1. | Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2. | Contract Service Arrangements | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3. | Promotions - > 90 Days(Note 2) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 4. | Promotions - ≤ 90 Days (Note 2) | Yes | No | Yes | No | Yes | No | No | No | Yes | No |
| 5. | Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Note 3 | Note 3 | Yes | Yes |
| 6. | 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No |
| 7. | N11 Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No |
| 8. | AdWatch[SM] Svc (See Note 4) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 9. | Voice mail/messaging services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10. | Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 11. | Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12. | Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 13. | End User Line Charge – Number Portability | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 14. | Public Telephone Access Service (PTAS) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |

| | Type of Service | MS | | NC | | SC | | TN | |
|---|---|---|---|---|---|---|---|---|---|
| | | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1. | Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2. | Contract Service Arrangements | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3. | Promotions - > 90 Days(Note 2) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 4. | Promotions - ≤ 90 Days (Note 2) | Yes | No | Yes | No | Yes | No | No | No |
| 5. | Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 6. | 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 7. | N11 Services | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 8. | AdWatch[SM] Svc (See Note 4) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 9. | Voice mail/messaging services | Yes | No | Yes | No | Yes | No | Yes | No |
| 10. | Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No |

**Exhibit B**
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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 11. | Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No |
| 12. | Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 13. | End User Line Charge – Number Portability | Yes | No | Yes | No | Yes | No | Yes | No |
| 14. | Public Telephone Access Service (PTAS) | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |

**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. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
4. AdWatch$^{SM}$ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

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## Attachment 3
## NETWORK ELEMENTS

# ATTACHMENT 3

# NETWORK ELEMENTS

## Section 1. Introduction

1.1 BellSouth shall provide unbundled Network Elements in accordance with this Agreement and all Applicable Law. The price for each unbundled Network Element is set forth in Attachment I of this Agreement. MCIm may order unbundled Network Elements and combinations of unbundled Network Elements in accordance with this Agreement. MCIm may order Existing Combinations and Typical Combinations as set forth in subsection 2.4 of this Attachment.

## Section 2. Unbundled Network Elements

2.1 BellSouth shall offer Network Elements to MCIm on an unbundled basis at rates and on terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement. BellSouth shall provide MCIm with unbundled Network Elements of at least the same level of quality as BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party. If BellSouth denies MCIm access to any unbundled Network Element based on a claim that it is not Technically Feasible, BellSouth shall have the full burden of proving that the provision of access to that Network Element is not Technically Feasible. To the extent BellSouth proves that provision of a Network Element is not Technically Feasible, BellSouth shall cooperate with MCIm to identify alternative suitable arrangements.

2.2 BellSouth shall permit MCIm to connect MCIm's facilities or facilities provided to MCIm by third parties with each of BellSouth's unbundled Network Elements at any Technically Feasible Demarcation Point, and BellSouth shall provide MCIm access to the MCIm side of such Demarcation Points.

2.3 MCIm may use one or more unbundled Network Elements to provide any telecommunications service utilizing any feature, function, capability, or service option that such Network Element(s), or combination of Network Elements, are capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

2.3.1 MCIm may, at its option, designate any Technically Feasible method of access to demarcation points of unbundled Network Elements, including access to demarcation points currently or previously in use.

2.3.2 MCIm may, at its option, combine, at demarcation points, a Network Element with any other Network Element to the extent technically feasible.

2.4 At MCIm's request, BellSouth shall provide Existing Combinations of Network Elements to MCIm. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that MCIm's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to MCIm. At MCIm's request, BellSouth shall provide Typical Combinations of Network Elements to MCIm. Typical Combinations are those that are ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, MCIm may order Typical Combinations of Network Elements, even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.

2.4.1 BellSouth's provision of Existing Combinations and Typical Combinations of Loop/Dedicated Transport must comply with the following requirements:

2.4.1.1 The Loop/Dedicated Transport combination must provide completed end-to-end Cross Connection of the channels designated by MCIm.

2.4.1.2 The Loop/Dedicated Transport combination must provide multiplexing and/or concentration, format conversion, signaling conversion, and through-testing capabilities consistent with the underlying capabilities of the equipment deployed in the BellSouth network.

2.4.2 With respect to the Loop/Dedicated Transport combination, MCIm will be responsible for all Channel Facility Assignment (CFA).

2.4.3 The Loop/Dedicated Transport combination may utilize either multiplexing concentration or digital Cross Connection technology without requiring MCIm to collocate at all serving wire centers or at particular BellSouth serving wire centers. Types of these combinations include, but are not limited to, combinations of DS1 Transport and DS0 Loops and DS3 Transport and DS1 Loops.

2.4.4 BellSouth will not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combinations of Network Elements.

2.4.5 Unless requested by MCIm, BellSouth will not separate Existing Combinations.

2.5 BellSouth will identify to MCIm the location(s) of possible demarcation points available to MCIm to access unbundled Network Elements and MCIm will designate from these options the point(s) of demarcation between MCIm's network and BellSouth's network. BellSouth shall not require that a Demarcation Point exist between Network Elements in Typical Combinations and Existing Combinations.

2.6 Subject to subsection 1.4.1 of Attachment 1 of this Agreement, with respect to individual Network Elements described in this Attachment, charges in Attachment I are inclusive and no other charges apply. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment 1.

2.7 This Attachment 3 describes the unbundled Network Elements which BellSouth shall provide to MCIm in accordance with FCC Rules as of the Effective Date of this Agreement:

Loop
Subloop elements
Network Interface Device
Local Circuit Switching (subject to FCC Rules and this Attachment)
Packet Switching (subject to FCC Rules and this Attachment)
Interoffice Transmission Facilities
- Shared Transport
- Dedicated Transport

Signaling and Call Related Databases
- Signaling Link Transport
- Signaling Transfer Points
- AIN Platform and Architecture

Tandem Switching
Dark Fiber
Loop Concentrator

2.8 In addition to the unbundled Network Elements set forth above, BellSouth shall provide to MCIm access to the following Network Elements, in accordance with FCC Rules, that are described in Attachment 9 of this Agreement:

E911/911

2.9 In addition to Network Elements described in subsections 2.7 and 2.8, MCIm may request Network Elements in accordance with the bona fide request process described in Part A of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to any other telecommunications carrier, BellSouth shall make available the same Network Element to MCIm on rates, terms and conditions no less favorable to MCIm than those provided to such other telecommunications carrier.

2.10 To the extent BellSouth, in the course of facility maintenance and repair, utilizes available spare facilities in implementing repairs, BellSouth shall utilize for MCIm such spare facilities at Parity and on a nondiscriminatory basis.

2.11 BellSouth shall offer each Network Element individually and, at MCIm's request, shall offerTypical Combinations and Existing Combinations. BellSouth shall not be required to offer combinations other than Typical Combinations and Existing Combinations, but MCIm may order Network Elements individually and combine them itself into such other combinations. BellSouth shall not require MCIm to combine Network Elements. BellSouth shall not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination.

Section 3. Standards for Network Elements

3.1 Each unbundled Network Element shall be furnished at a service level at least equal to the requirements set forth in the technical references referenced in Appendix 1 of this Attachment, as well as any performance or other requirements, identified herein. In the event Telcordia (formerly Bell Communications Research, Inc. ("Bellcore")), or industry standard (e.g., American National Standards Institute ("ANSI") technical reference or a more recent version of such reference sets forth a different requirement, MCIm and BellSouth may agree, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCIm are in conflict, MCIm and BellSouth shall agree which requirements shall apply.

3.3 BellSouth shall provide each unbundled Network Element to MCIm at Parity and on a nondiscriminatory basis.

3.3.1 BellSouth shall provide to MCIm, upon request, engineering, design, performance and other network data sufficient for MCIm to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are

not being met, BellSouth shall, within ten (10) days, use its best efforts to cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days, shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCIm to determine that such deficiencies have been cured.

3.3.2 BellSouth agrees to work cooperatively with MCIm to provide Network Elements that will meet MCIm's needs in providing Telecommunications Services to its subscribers, to the extent the services provided by MCIm are compatible with the type of Network Elements purchased by MCIm.

3.4 Unless otherwise requested by MCIm, each unbundled Network Element and the connections between unbundled Network Elements provided by BellSouth to MCIm shall be made available to MCIm at the same priority as BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other telecommunications carrier.

3.5 BellSouth shall provide MCIm with Network Elements (including combinations as described in this Attachment) in compliance with the performance standards set forth in Attachment 10 of this Agreement.

3.6 BellSouth shall provide MCIm with the reporting associated with Network Elements (including combinations as described in this Attachment) as set forth in Attachment 10 of this Agreement.

3.7 Technical and interface requirements are detailed in Appendix 1.

Section 4. Loop

4.1 Definition of Loop**.** A transmission facility between a distribution frame (or its equivalent) in BellSouth's Central Office and the Loop Demarcation Point (marking the end of BellSouth's control of the Loop) at an End-User Customer premises, including inside wire owned by BellSouth. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.

4.1.1 Special Construction. If a requested loop type is not available at a location requested by MCIm and cannot be made available other than through the Special Construction process, then MCIm can use the Special

Construction process to determine additional costs required to provide the loop type ordered. BellSouth shall not impose Special Construction charges on MCIm in circumstances where BellSouth would not impose such charges on its own retail customer to provide the loop necessary to offer the services requested by the retail customer.

4.2 The provisioning of service to MCIm will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop. Notwithstanding the foregoing, however, if MCIm's certified vendor provides the cross-office cabling, BellSouth shall not charge MCIm for such cross-office cabling.

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

4.3.1 "Order Coordination" refers to standard BellSouth service order coordination which is included in the price of SL2 voice loops and all digital loops. Order coordination is available as a chargeable option for unbundled copper loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and MCIm advised. The Parties will work cooperatively to schedule the physical conversion at a time mutually acceptable to both Parties. Where scheduling conflicts exist, the Parties will cooperate to resolve the conflicts. If BellSouth cannot accommodate MCIm's schedule, MCIm may submit a supplemental order requesting a later due date. On the new due date, the cooperative scheduling process will be repeated.

4.4 "Order Coordination – Time Specific" refers to service order coordination in which MCIm requests a specific time for a service order conversion to take place. This is a chargeable option, per LSR, for any coordinated order of SL2 and digital loops and is billed in addition to any applicable order coordination charges. MCIm may specify any date and time for order coordination – time specific conversions. If the time specified by MCIm requires BellSouth technicians to work outside of the normal provisioning times specified in subsection 3.2.2.4 of Attachment 8, overtime charges may apply in addition to any applicable order coordination and order coordination – time specific charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.5 If MCIm modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, MCIm shall reimburse BellSouth for any costs incurred by BellSouth to provision the original order that would not have been incurred to provision the modified order.

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

4.6.1 SL1 loops will be non-designed, will not have remote test points added, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. SL1 loops use a mechanized coordinated conversion process, for which no additional charge applies to MCIm. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If MCIm requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.6.1.1 Notwithstanding subsection 4.6.1 above, MCIm may order OC as a chargeable option on SL1 loops when reuse of existing facilities has been requested by MCIm. MCIm 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"). The chargeable options described in this paragraph shall be charged at the rates set forth in Attachment 1 of this Agreement.

4.6.2 SL2 loops shall have remote test points added, will be designed with a DLR provided to MCIm, and will be provided with order coordination, at no additional charge to MCIm.

4.7 In addition to the UVLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less at 1300 ohms or less) will

be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft, at 2800 ohms or less) will be used when MCIm wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

4.7.1 The UCL will be a designed circuit, provisioned with a remote test point added and will come standard with a DLR.

4.7.2 The UCL is a dry cooper loop and is not intended to support any particular Telecommunications Service. MCIm will determine the type of service that will be provided over the loop.

4.7.3 The UCL loop shall be provided to MCIm in accordance with the technical references in Appendix 1 of this Attachment.

4.8 Left Blank Intentionally

4.9 Left Blank Intentionally

4.10 Left Blank Intentionally

4.11 MCIm 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.

4.12 Digital Subscriber Line Loops

BellSouth shall provide Digital Subscriber Line ("DSL") Capable Loops. A DSL Capable Loop is a copper Loop that allows for the transmission of signals using DSL technologies. This type of Loop can be 2-wire or 4- wire. This type of Loop must be non-loaded and comply with ANSI carrier serving area ("CSA") standards for bridge taps and gauges. In addition, at MCIm's request, BellSouth shall provide DSL Capable Loops using Revised Resistance Design standards.

4.12.1 "Digital Subscriber Line" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service. BellSouth shall allow MCIm to provide any form of DSL service that complies with industry standards, including but not limited to the following types of DSL services, whether or not BellSouth offers Advanced Services to the Customer on a particular Loop:

4.12.1.1 “ADSL” or “ASYMMETRIC DIGITAL SUBSCRIBER LINE” is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the central office to the end-user customer) and up to 1 Mbps digital signal upstream (from the end-user customer to the central office) over one copper pair.

4.12.1.2 "RADSL" or "RATE ADAPTIVE DIGITAL SUBSCRIBER LINE" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

4.12.1.3 “HDSL” or “HIGH-DATA RATE DIGITAL SUBSCRIBER LINE” is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

4.12.1.4 “HDSL2” or “HIGH-DATA RATE DIGITAL SUBSCRIBER LINE 2” is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

4.12.1.5 “IDSL” or “ISDN DIGITAL SUBSCRIBER LINE” is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

4.12.1.6 “SDSL” or " SYMMETRIC DIGITAL SUBSCRIBER LINE” is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160kbps to 2.048 Mbps on a single pair.

4.12.1.7 “VDSL” or “VERY HIGH SPEED DIGITAL SUBSCRIBER LINE” is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the end-user customer) and up to 2.3 Mbps digital signal upstream (from the end-user customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combinations.

4.12.1.8 "SPLITTERLESS ADSL" means the ITU-T Recommendation G.922.2 version of DMT where it is also referred to as DSL-lite, ADSL-lite, and plug and play DSL. Splitterless ADSL eliminates a splitter at the End User premises, but may still require a splitter at the DSLAM.

4.13 Integrated Digital Loop Carrier.

4.13.1 Where BellSouth uses Integrated Digital Loop Carrier ("IDLC") to provide the local loop, BellSouth shall make the local loop available to MCIm in one of the ways listed in subsections 4.13.1.1 through 4.13.1.4, where available:

4.13.1.1 moving the loops to a Digital Loop Carrier that is not integrated;

4.13.1.2 provide side door porting through the switch;

4.13.1.3 provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch); or

4.13.1.4 removal of the circuit from the IDLC system onto all copper facilities to the main distribution frame.

4.13.1.5 BellSouth shall not charge MCIm any additional rates for the moving of Loops.

4.13.1.6 If the options listed in subsections 4.13.1 through 4.13.4 are not available, BellSouth shall utilize its special construction process to determine the additional costs required to provide one of those options, or to construct the copper plant necessary to provide the loop.

4.13.2 When Loops are provided over an IDLC system, BellSouth shall permit MCIm, at MCIm's discretion, and in accordance with FCC rules, the ability to collocate DSLAM or other DSL equipment at the Remote Terminal, if space exists, where the copper portion of the IDLC-provided Loop terminates, as provided in Section 1 of Attachment 5.

4.14. The following Sections pertain to the provisioning of DSL Capable Loops.

4.14.1 Provisioning and Installation of DSL Capable Loops. BellSouth shall provision and install DSL Capable Loops within the same time frames as designed analog Loops.

4.14.2 Loop Qualification Process. In accordance with Applicable Law, BellSouth shall make Loop qualification information, including, but not limited to, Loop length, bridge tap length and location, gauge size and changes, and the presence of loading coils, available to MCIm via mutually agreeable OSS interfaces at rates to be developed in

accordance with Attachment 1. BellSouth must provide this detailed Loop qualification information to MCIm prior to the ordering of Loops.

4.14.3 Conditioning. At MCIm's request, BellSouth shall condition Loops at the rates set forth on Attachment 1 of this Agreement as Unbundled Loop Modification ("ULM"). Conditioning means the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters and range extenders.

4.14.4 Access to NIDs. BellSouth shall permit MCIm to access the NID at the customer premises as required for MCIm's deployment of DSL Services.

4.14.5 Presumption of acceptability for deployment of an advanced services loop technology.

4.14.5.1 An advanced services loop technology is presumed acceptable for deployment under any one of the following circumstances, where the technology:

4.14.5.1.1 complies with existing industry standards; or

4.14.5.1.2 is approved by an industry standards body, the FCC, or any state Commission; or

4.14.5.1.3 has been successfully deployed by any carrier without significantly degrading the performance of other services.

4.14.5.2 BellSouth may not deny MCIm's request to deploy a technology that is presumed acceptable for deployment unless BellSouth demonstrates to the relevant state Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services.

4.14.5.3 Where MCIm seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 4.14.5.1.3 of this Section, the burden is on MCIm to demonstrate to the state Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful

demonstration by MCIm before a particular state Commission, the deployed technology shall be presumed acceptable for deployment in other areas.

4.14.6 Provision of information on advanced services deployment.

4.14.6.1 BellSouth shall provide to MCIm, when MCIm seeks access to a loop or high frequency portion of the loop to provide advanced services:

(a) information with respect to the spectrum management procedures and policies that BellSouth uses in determining which services can be deployed;

(b) information with respect to the rejection of MCIm's provision of advanced services, together with the specific reason for the rejection; and

(c) information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops.

4.14.6.2 Where MCIm seeks access to a loop or a high frequency portion of a loop to provide advanced services, MCIm shall provide to BellSouth information on the type of technology that MCIm seeks to deploy.

4.14.6.2.1 Where MCIm asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also shall provide Spectrum Class information for the technology.

4.14.6.2.2 Where MCIm relies on a calculation-based approach to support deployment of a particular technology, it shall provide BellSouth with information on the speed and power at which the signal will be transmitted.

4.14.6.3 MCIm also shall provide the information required under paragraph 4.14.6.2 of this Section when notifying BellSouth of any proposed change in advanced services technology that MCIm uses on the loop.

4.15 Binder group management.

4.15.1 With the exception of loops on which a known disturber is deployed, BellSouth shall not designate, segregate or reserve particular loops or binder groups for use solely by any particular advanced services loop technology.

4.15.2 To the extent either Party seeks designation of a technology as a known disturber, that Party should file a petition for declaratory ruling with the FCC seeking such designation.

4.15.3 Significant degradation of services caused by deployment of advanced services.

4.15.3.1 Where either Party claims that a deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, that Party shall notify the deploying Party and allow the deploying Party a reasonable opportunity to correct the problem. Where the Party whose services are being degraded does not know the precise cause of the degradation, it shall notify the other Party and any other carrier that may have caused or contributed to the degradation.

4.15.3.2 Where the degradation asserted under paragraph 4.15.3.1 of this Section remains unresolved by the deploying Party after a reasonable opportunity to correct the problem, the Party whose services are being degraded must establish before the state Commission that a particular technology deployment is causing the significant degradation.

4.15.3.3 Any claims of network harm presented to the deploying Party or, if subsequently necessary, the relevant state Commission, must be supported with specific and verifiable information.

4.15.3.4 Where a Party demonstrates that a deployed technology of the other Party is significantly degrading the performance of other advanced services or traditional voice band services, the Party deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.15.3.5 Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC rules, the degraded service shall not prevail

against the newly-deployed technology.

4.15.4 Testing. BellSouth shall test each DSL Capable Loop using the same tests that BellSouth uses to test Loops for itself, its Customers, subsidiaries, or Affiliates, or any third party.

4.16 General: BellSouth shall provide MCIm access to the high frequency portion of the local loop ("High Frequency Spectrum") as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in Attachment 1 of this Agreement. BellSouth shall provide MCIm with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

4.16.1 The High Frequency Spectrum is defined as the frequency range above the voice-band on a copper loop facility carrying analog circuit-switched voice-band transmissions. Access to the High Frequency Spectrum is intended to allow MCIm the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230. 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. MCIm shall use xDSL technology in accordance with T1.413 or other applicable industry standards.

4.16.2 The following loop requirements are necessary for MCIm to be able to access the High Frequency Spectrum on unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs or similar devices and minimal bridge taps consistent with ANSI T1.413 and T1.601. BellSouth will provide MCIm access to the Unbundled Loop Modification (Line Conditioning), in accordance with this Attachment. BellSouth will condition loops to enable MCIm to provide xDSL-based services on the same loops used to provide analog voice service, regardless of loop length. BellSouth is not required to condition a loop for access to the High Frequency Spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If MCIm requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, MCIm shall pay for the loop to be restored to its original state.

4.16.3 BellSouth shall route the loop used to provide the voice service through a splitter in the central office and create a demarcation point for

access to the High Frequency Spectrum. The demarcation point will be the point where MCIm terminates its cable on the distributing frame. BellSouth shall provide, at the rates set forth in Attachment 1, the cross connection from the splitter to the demarcation point. MCIm's BellSouth certified vendor shall place the appropriate cable between MCIm's collocation space and the demarcation point.

4.16.4 MCIm shall have access to the Splitter for test purposes at a Bantam test jack, irrespective of where the Splitter is placed in the BellSouth premises.

4.17 Provisioning of High Frequency Spectrum and Splitter Space.

4.17.1 BellSouth will provide MCIm with access to the High Frequency Spectrum as follows:

4.17.1.1 BellSouth will install splitters within forty-two (42) calendar days of MCIm's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice

4.17.1.2 Once a splitter is installed on behalf of MCIm in a central office, MCIm shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

4.17.1.3 BellSouth will bill and MCIm shall pay the appropriate manual or electronic OSS charges as set forth in Attachment 1 of this Agreement when MCIm orders High Frequency Spectrum for end-user service.

4.17.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide MCIm access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide MCIm with a carrier notification letter informing MCIm of the change. MCIm shall purchase ports on the splitter as set forth more fully below**.**

4.17.1.5 BellSouth will install the splitter in (i) a common area close to the MCIm collocation area, if possible; or (ii) in a BellSouth relay rack as close to the MCIm DS0 termination point as possible. For purposes of this subsection, a common area is defined as an area in the central office in which both Parties have access to a

common test access point. BellSouth will cross-connect the splitter data ports to a specified MCIm DS0 at such time that a MCIm end user's service is established.

4.17.1.6 The High Frequency Spectrum shall only be available from BellSouth on loops on which BellSouth is also providing and continues to provide, analog voice service directly to the end user. In other circumstances, the High Frequency Spectrum may be available from another carrier in a line splitting arrangement.

4.17.1.7 In the event the end-user terminates its BellSouth provided voice service for any reason, and MCIm desires to continue providing xDSL service on such loop, MCIm shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and MCIm desires to continue providing xDSL service on such loop, MCIm shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give MCIm notice in a reasonable time prior to disconnect, which notice shall give MCIm 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 MCIm purchases the full stand-alone loop, MCIm may elect the type of loop it will purchase. MCIm will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 1 of this Agreement. In the event MCIm purchases a voice grade loop, MCIm acknowledges that such loop may not remain xDSL compatible.

4.17.1.8 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

4.17.2 To order High Frequency Spectrum on a particular loop, MCIm must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such loop, or in a remote terminal if the loop is provisioned via a digital loop carrier, in accordance with the provisions of Attachment 5. MCIm may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the intervals provided in this Attachment.

4.17.3 BellSouth will devise a splitter order form that allows MCIm to order splitter ports in increments of 8 (when available), 24 or 96 ports.

4.17.3.1 BellSouth will provide MCIm the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

4.17.4 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When MCIm submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or for orders that do not flow-through, in two (2) business days. BellSouth will provide MCIm with access to the High Frequency Spectrum at the following target intervals:

4.17.4.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within five (5) business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

4.17.4.2 BellSouth will provide to MCIm BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

4.17.4. 3 BellSouth will provide MCIm access to the Preordering Loop Makeup (LMU), in accordance with Attachment 8 of this Agreement.

4.18 Maintenance and Repair - MCIm shall have access, for test, repair, and maintenance purposes, to any loop to which it has access to the High Frequency Spectrum. MCIm may access the loop at the point where the combined voice and data signal exits the central office splitter.

4.18.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the point of demarcation in the central office. MCIm will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

4.18.2 MCIm shall inform its end users to direct data problems to MCIm, unless both voice and data services are impaired, in which event the end users should call BellSouth.

4.18.3 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.

4.18.4 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status

4.18.5 In the event MCIm's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify MCIm and allow twenty-four (24) hours to cure the trouble. If MCIm fails to resolve the trouble, BellSouth may discontinue MCIm's access to the High Frequency Spectrum on such loop.

4.19 Central Office IDLC for Access to Loops. Where deployed in BellSouth's network, BellSouth shall work cooperatively with MCIm to develop Technically Feasible methods and procedures to provide, at MCIm's request, shared GR303-equipped IDLC equipment in BellSouth's central offices for purposes of MCIm's access to unbundled Loops. Once these methods and procedures have been developed, BellSouth shall provide MCIm access to shared GR303-equipped IDLC equipment that is capable of:

4.19.1 performing electronic Cross Connection of the Loop to interoffice Transport (Dedicated or Shared) provided by either BellSouth, MCIm, or another Carrier;

4.19.2 concentrating Loops onto transport at concentration ratios specified by MCIm; and

4.19.3 multi-hosting among MCIm and other carriers or BellSouth.

4.20 Central Office Connections. As specified by MCIm, BellSouth shall provide all necessary or appropriate connections within its central offices or wire centers, at any applicable rates set forth in Attachment 1, including, but not limited to:

4.20.1 between the central office Demarcation Point of the Loop (e.g., distribution frame or its equivalent), and:

4.20.1.1 MCIm's collocation arrangement; or

4.20.1.2 Digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon; or

4.20.1.3 Other unbundled Network Elements; or

4.20.1.4 Third party collocation arrangement; and

4.20.2 Between digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon or other unbundled Network Elements and:

4.20.2.1 MCIm's collocation arrangement; or

4.20.2.2 digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon; or

4.20.2.3 other unbundled Network Elements; or

4.20.2.4 third party collocation arrangements.

4.21 Definition of Subloop**.** Any portion of the Loop that is Technically Feasible to access at terminals in BellSouth's outside plant, including inside wire owned by BellSouth. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal ("RT"), and the Feeder Distribution Interface ("FDI").

4.21.1 Loop Feeder

4.21.1.1 Definition.

4.21.1.1.1 The Loop Feeder provides connectivity between (1) an FDI associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office. MCIm shall access the FDI by means of a tie cable provided by MCIm. Such tie cable shall be terminated on MCIm's feeder equipment by MCIm, and on a connector block in BellSouth's FDI by BellSouth. When MCIm orders Services that terminate on the FDI,

BellSouth shall connect such Services to MCIm's designated tie cable assignment on the BellSouth FDI end of the tie cable.

4.21.1.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies that BellSouth may deploy.

4.21.1.2 Requirements for Loop Feeder

4.21.1.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals or analog radio frequency signals as appropriate for the Loop Feeder medium used.

4.21.1.2.2 BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery backup when the equipment is located in an outside plant RT.

4.21.1.2.3 BellSouth shall identify technically feasible Demarcation Point(s) to the FDI that will allow MCIm to select where it accesses the FDI, and to provide the ability to connect MCIm's or a third Party's equipment or facilities to the FDI.

4.21.1.3 Additional Requirements - Special Copper Loop Feeder Medium. Where the Loop Feeder is existing copper twisted pair, MCIm may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth ULM will be used to perform these activities at the rates set forth in Attachment 1 of this Agreement. Where there is no existing copper twisted pair Loop Feeder, MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth's special construction process will be used to determine costs.

4.21.1.4 Additional Technical Requirements - DS1 Conditioned Loop Feeder. Where available in BellSouth's network, MCIm may request Loop Feeder that will support a DS1 signal. If conditioning is required, then MCIm will use the ULM process at the rates set forth in Attachment 1 of this Agreement.

4.21.1.5 Additional Technical Requirements - Optical Loop Feeder. Where optical loop feeder is available in BellSouth's network at the location requested by MCIm, BellSouth shall make it available to MCIm.

4.21.1.6 The Loop Feeder will be terminated within a BellSouth central office as follows:

4.21.1.6.1 copper twisted pairs shall terminate on the MDF;

4.21.1.6.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

4.21.1.6.3 Fiber Optic cable shall terminate on a LGX.

4.21.2 Distribution

4.21.2.1 Definition

4.21.2.2 Requirements – Distribution. BellSouth shall provide MCIm with Distribution that satisfies the following requirements:

4.21.2.2.1 Distribution must be capable of carrying signals for the following services (as requested by MCIm):

4.21.2.2.1.1 Two-wire & four-wire analog voice grade Loops;

4.21.2.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL and DS1-level signals.

4.21.2.2.2 Distribution must be capable of carrying all signaling messages or tones appropriate for the distribution medium used. Where the Distribution includes any active elements that terminate any of the signaling messages or

tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.21.2.2.3 Distribution facilities shall support functions associated with provisioning, maintenance and testing of the unbundled sub-loop.

4.21.2.2.4 Where technically feasible, Distribution must support performance monitoring, provided by MCIm.

4.21.2.2.5 BellSouth shall offer, Distribution together with, and separately from, the NID component of Distribution.

4.21.2.3 Additional Requirements - Special Copper Distribution. In addition to Distribution that supports the requirements in subsection 4.6.2 above, MCIm may request Distribution to be copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCIm can use the Distribution for a variety of services by attaching appropriate terminal equipment at the ends. For the removal of intervening equipment at MCIm's request, MCIm will use the ULM process at the rates set forth in Attachment 1.

4.21.2.4 Additional Requirements for Fiber Distribution. BellSouth will make available to MCIm at parity and on a nondiscriminatory basis fiber optic Distribution cable where the same is deployed in BellSouth's network.

4.21.2.5 Additional Requirements for Coaxial Cable. BellSouth will make available to MCIm at parity and on a nondiscriminatory basis coaxial Distribution cable (coax) where the same is deployed in BellSouth's network.

4.21.2.6 Interface Requirements. Distribution shall be equal to or better than each of the applicable interface requirements set forth in the technical references provided in Appendix 1.

4.22 Network Interface Device

4.22.1 Definition:

4.22.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination

device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.

4.22.2 With respect to multiple-line termination devices, if MCIm requests BellSouth to install the NID, MCIm shall specify the quantity of NID connections it requires within such device.

4.22.3 Figure 1 shows an example of one type of a NID.

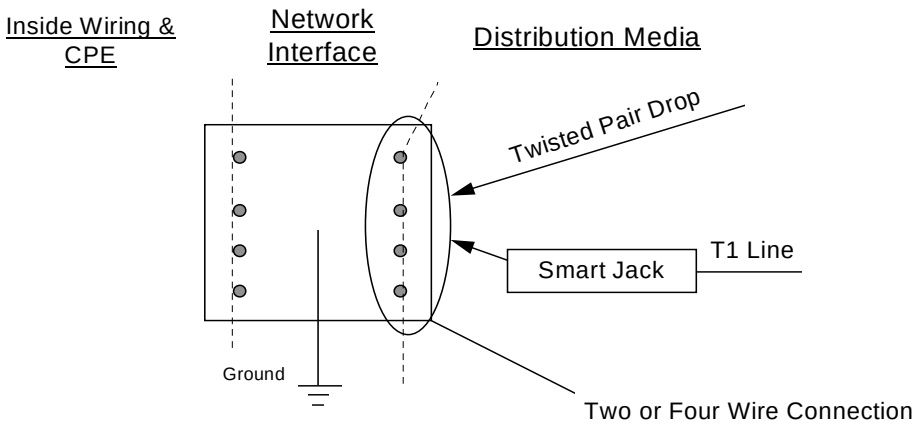


Figure 1 - Network Interface Device

4.22.4 Technical Requirements

4.22.4.1 The BellSouth Network Interface Device shall provide a clean, accessible point of connection for the inside wiring of MCIm's Distribution Media via MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.22.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCIm's Distribution Media via MCIm's NID.

4.22.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective

ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

4.22.4.4 The NID shall be capable of withstanding all normal local environmental variations.

4.22.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

4.22.4.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.22.4.6.1 MCIm may connect its NID to the customer interface of BellSouth's NID.

4.22.5 Interface Requirements - Network Interface Device

4.22.5.1 Where deployed, the NID will be the interface to the End Users' premises wiring for all Loop technologies.

4.22.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. BellSouth shall allow MCIm to directly connect MCIm's Distribution Media to a BellSouth NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting BellSouth's Distribution Media and attaching MCIm's Distribution Media to the NID. Where MCIm disconnects BellSouth's Distribution Media, MCIm shall ground BellSouth's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCIm customer reverts to BellSouth, BellSouth shall disconnect MCIm's Distribution Media only under these same terms and conditions. MCIm shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCIm shall assume full liability for its actions and for any adverse consequences that could result. MCIm's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.

4.23 Loop Concentrator

4.23.1 Definition. The Loop Concentrator is the Network Element that does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
(c) aggregates a specified number of signals or channels to fewer channels (concentrating);
(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
(e) in some instances performs electrical to optical (E/O) conversion.

4.23.1.1 The Loop Concentrator function may be provided through a Digital Loop Carrier ("DLC") system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.23.2 Technical Requirements - Loop Concentrator. BellSouth shall provide MCIm with Loop Concentrators that satisfy the following requirements:

4.23.2.1 The Loop Concentrator must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability to its subscriber.):

4.23.2.1.1 two-wire & four-wire analog voice grade Loops;

4.23.2.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, and DS1-level signals;

4.23.2.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24);

4.23.2.1.4 DSL and DS3 rate, where available;

4.23.2.2 The Loop Concentrator must perform the following functions as appropriate:

4.23.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.23.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1 and DS3 where available) for transport through the Loop Feeder facilities; and

4.23.2.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder (The concentration ratio to be specified by MCIm).

4.23.2.3 BellSouth shall provide power for the Loop Concentrator , through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated herein.

4.23.2.4 The Loop Concentrator shall be provided to MCIm in accordance with the Technical References provided in Appendix 1.

4.23.3 Requirements - Loop Concentrator/ Multiplexer. BellSouth shall provide MCIm with Loop Concentrator/Multiplexers that satisfy the following requirements:

4.23.3.1 The Loop Concentrator/Multiplexer (C/M) must provide facility test functions, format conversion and signaling conversion as appropriate.

4.23.3.2 The underlying equipment that provides such C/M function must continuously monitor protected circuit packs and redundant common equipment.

4.23.3.3 The underlying equipment that provides such C/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.23.3.4 The underlying equipment that provides such C/M function must be equipped with a redundant power supply or a battery back-up.

4.23.3.5 At MCIm's option, BellSouth shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such LC/M function utilizing integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

4.23.4 Interface Requirements - Loop Concentrator. The Loop Concentrator shall meet the following interface requirements, as appropriate for the configuration that MCIm designates:

4.23.4.1 The Loop Concentrator shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Appendix 1.

4.23.4.2 The Loop Concentrator shall provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Appendix 1.

4.23.4.3 Upon request from MCIm, BellSouth shall, in cooperation with MCIm, use its best efforts to operationalize access to an optical loop concentrator, and such concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48 and OC-N, where N is as described in the references in Appendix 1. The rates for optical loop concentrator shall be determined in accordance with Attachment 1 of this Agreement.

4.23.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. The Loop Concentrator shall provide Bellcore TR-008 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the references in Appendix 1.

Section 5. Unbundled Network Element Combinations

5.1 Unbundled Network Elements combinations shall include Typical Combinations and Existing Combinations, including Enhanced Extended Links and other combinations as described in this Section 5.

5.2 Enhanced Extended Links (EELs)

5.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in subsection 5.2.2 below.

5.2.2 BellSouth will provide access to the EEL in the combinations set forth in subsection 5.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s serving wire center (“SWC”) to MCIm’s collocation space, or to MCIm’s

designated MCIm network location within the LATA, where facilities exist, provided that the entire circuit meets the criteria described in subsections 5.4.1.1 through 5.4.1.3 below. When ordering EEL combinations, MCIm shall provide to BellSouth a letter certifying that MCIm will provide a significant amount of a local exchange service over the requested combination, as described in Section 5.4.1 below, and shall indicate under what local usage option MCIm seeks to qualify. MCIm shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in subsections 5.4.1.1 through 5.4.1.3 is met.

5.2.3 Upon MCIm's request, if MCIm's EEL combinations require multiplexing functionality, BellSouth shall provide multiplexing pursuant to this Agreement at the rates set forth in Attachment 1.

5.3 EEL Combinations

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

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

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

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

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

5.3.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.4 Special Access Service Conversions

5.4.1 MCIm may not convert special access services to combinations of loop and transport network elements, whether or not MCIm self-provides its entrance facilities (or obtains entrance facilities from a third party), unless MCIm uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. If MCIm does use special access services to provide a significant amount of local exchange service, MCIm may convert such special access services to EELs using an LSR, provided, however, in the event MCIm requests conversion of 15 or more circuits in any particular state, MCIm may use a spreadsheet rather than an LSR. To the extent MCIm requests to convert any special access services to combinations of loop and transport network elements at UNE prices, MCIm shall provide to BellSouth a letter certifying that MCIm is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option MCIm seeks to qualify for conversion of special access circuits. MCIm shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

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

5.4.1.2 MCIm certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The

loop-transport combination must terminate at MCIm's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.4.1.3 MCIm certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. MCIm does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.4.1.4 In addition, there may be extraordinary circumstances where MCIm is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in subsection 5.4.1. In such case, MCIm may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon MCIm's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.4.1.5 BellSouth may at its sole discretion conduct a limited audit of MCIm records in order, to the extent reasonably necessary, to verify MCIm's compliance with the local usage requirements. The audit shall be conducted by a third party independent auditor and MCIm shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year. Such audits shall not require active monitoring of customer lines on either the port or trunk side. If, based on its audits, BellSouth concludes that MCIm is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement.

5.4.1.6 MCIm may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special

access tariffs, if any.

5.4.1.7 Rates

5.4.1.7.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3, whether an Existing Combination or a Typical Combination, are as set forth in Attachment 1 to this Agreement.

5.4.1.7.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 5.3, where the elements are either Existing Combinations or Typical Combinations, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true up based on the Commission's review of BellSouth's cost studies.

5.5 Multiplexing

5.5.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.5.1.1 The non-recurring and recurring rates for the Other Network Element Combinations will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 this Agreement.

5.6 UNE/Special Access Combinations

5.6.1 Additionally, BellSouth shall make available to MCIm a combination of an unbundled loop, from the customer's premise to the customer's SWC, and tariffed special access interoffice facilities. To the extent MCIm will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.4.

5.6.2 The non-recurring and recurring rates for UNE/Special Access Combinations will be the unbundled loop rates as set forth in Attachment 1 of this Agreement. Charges associated with the interoffice transport

rates and multiplexing rates shall be charged separately under the Access Services Tariff.

5.7 Port/Loop Combinations

5.7.1 At MCIm's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.7.5 below, that are Existing Combinations and Typical Combinations in BellSouth's network except as specified in subsections 5.7.2 and 5.7.3 below.

5.7.2 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to Applicable Law, BellSouth is not required to provide circuit switching as an unbundled network element.

5.7.3 BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Nashville, Tennessee MSA to MCIm if MCIm's customer has 4 or more DS0 equivalent lines ("Zone 1 Scenario").

5.7.4 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.7.4.1 With the exception of the Zone 1 Scenario, BellSouth will provide to MCIm Existing Combinations and Typical Combinations of port and loop Network Elements on an unbundled basis. The rates for such combinations shall be as set forth in Attachment 1 of this Agreement.

5.7.4.2 In the Zone 1 Scenario, BellSouth shall provide to MCIm Existing Combinations and Typical Combinations of port and loop Network Elements. The rates for Existing Combinations are the market based rates as set forth in Attachment 1 of this Agreement. The rates for combinations that are Typical Combinations shall be negotiated by the Parties.

5.7.5 Combination Offerings

5.7.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.6 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.7 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## 5.8 Rates

5.8.1 The prices MCIm shall pay to BellSouth for Network Elements and other Services are set forth in Attachment 1. If MCIm purchases a service from a tariff, all terms and conditions, and rates as set forth in such tariff shall apply.

5.9 Other Network Element Combinations

5.8.1 In addition to the EEL Combinations described in subsection 5.2 above, and the Port/Loop Combinations described in subsection 5.7 above, in the state of Georgia, BellSouth shall make available to MCIm at UNE rates, in accordance with subsection 5.8.2 below: (1) Existing Combinations of Network Elements; and (2) Typical Combinations of Network Elements .

5.9.2 Rates for Other Network Element Combinations

5.9.2.1 On an interim basis, for Network Element combinations described in this subsection 5.9 where the elements are Existing Combinations or Typical Combinations, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true up based on the Commission's review of BellSouth's cost studies.

5.9.2.2 To the extent that MCIm seeks to obtain Existing Combinations or Typical Combinations of Network Elements described in this subsection 5.9 that have not been specifically priced by the Commission, MCIm, at its option, can request that such rates be determined pursuant to the BFR process set forth in this Agreement.

Section 6. Dark Fiber

6.1 Definition:

Dark Fiber is BellSouth optical transmission facilities without attached multiplexers, aggregation, or other electronics. To the extent BellSouth's fiber contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber, BellSouth shall not remove the same.

6.2 Requirements

6.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to MCIm pursuant to the prices set forth in Attachment I of this Agreement.

BellSouth shall make available Dark Fiber at Parity and on a non-discriminatory basis in accordance with applicable FCC rules and orders.

6.2.2 BellSouth shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

6.2.3 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.2.4 BellSouth shall use its best efforts to provide to MCIm information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCIm ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). BellSouth shall hold such requested Dark Fiber for MCIm's use for ten (10) business days from MCIm's receipt of Confirmation and may not allow any other party to use such media, including BellSouth. BellSouth shall provide Dark Fiber on a first come, first served basis.

6.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth is wanted for use by MCIm. BellSouth shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCIm shall notify BellSouth which point(s) it desires to use.

6.3 Additional Requirements for Dark Fiber

6.3.1 BellSouth shall provide MCIm with the most recent test records it has, if any, for Dark Fiber that MCIm plans to use. If BellSouth has no test records, at MCIm's request, BellSouth shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCIm's intended transmission wavelength. BellSouth shall not warrant the accuracy of its estimate. If BellSouth's estimate of transmission loss exceeds MCIm's specifications, MCIm shall have the option of performing its own tests prior to purchase of the Dark Fiber.

6.3.2 MCIm may splice at the end points and test Dark Fiber obtained from BellSouth using MCIm or third party personnel. For connections at a splice point, BellSouth shall uncoil existing fiber a minimum of 25 feet from the manhole to allow MCIm to splice the fiber.

6.4 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

6.4.1 If deployed in BellSouth's network, on a case by case basis, BellSouth may provide wave division multiplexer ("WDM")applications at rates to be negotiated by the Parties. For WDM applications, BellSouth shall provide to MCIm an interface to an existing WDM device or allow MCIm to install its own WDM device (where sufficient system loss margins exist or where MCIm provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

Section 7. Local Switching

7.1 General Requirements

7.1.1 Definition. Local Switching (also referred to as Local Circuit Switching as defined in FCC Rules) is the unbundled Network Element that gives MCIm the ability to use switching functionality in a BellSouth end office switch, including all vertical services and/or features that BellSouth's underlying switch is capable of providing, to the extent BellSouth offers such services and features in that switch. MCIm may request modifications to the switching functionality, including the vertical services and/or features available in a BellSouth end office switch, pursuant to the BFR process set forth in Part A of this Agreement. Local Switching will be provisioned with a Port Element, which provides line or trunk side access to Local Switching. Rates for line-side ports, trunk-side ports, and features, functions, and capabilities of the switch are set forth in Attachment 1 of this Agreement.

7.1.2 Port Element or Port means a 1) line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual End User trunks, through the main distribution frame, and the switching components of an end office switch and the associated switching functionality in that end office switch, or 2) trunk card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between interoffice transport and the switching components, through a trunk-side cross-connect panel, of an end office switch and the associated functionality in that end office switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch. It consists of the line-side port (including connection between a Loop termination and a switch line card, telephone number assignment, one primary Directory Listing, pre-subscription, and access to 911, Operator Services, basic intercept, and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

7.1.4 Local Switching, including the ability to route, via selective call routing, to MCIm's or a third party's dedicated transport shall be unbundled from all other unbundled Network Elements.

7.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for MCIm in cases where MCIm serves end users with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and

2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

7.2 Technical Requirements - Local Switching

Local Switching shall be at least equal to Local Switching requirements set forth in Appendix 1 of this Attachment.

7.2.1 BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.1 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements, (2) MCIm designated platforms, or (3) third-party platforms.

7.2.1.2 BellSouth shall provide standard recorded announcements for MCIm's selection, and call progress tones, to alert callers of call progress and disposition.

7.2.1.3 BellSouth shall change a subscriber from BellSouth's services to MCIm's services without loss of features, functionality, or dialing plan coverage, unless expressly agreed to otherwise by MCIm.

7.2.1.4 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) at Parity and on a nondiscriminatory basis.

7.2.1.5 BellSouth shall repair and restore any BellSouth equipment or any other BellSouth component that may adversely impact MCIm's use of unbundled Local Switching.

7.2.1.6 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control will be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.7 BellSouth shall perform manual call trace as designated by MCIm and permit subscriber originated call trace.

7.2.1.8 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIm as outlined in Attachment 8.

7.2.1.9 For Local Switching at 911 Tandems, BellSouth shall allow interconnection from MCIm local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.10 Where BellSouth provides the following special services, it shall provide to MCIm:

7.2.1.10.1 Essential Service Lines, where BellSouth provides them to its own retail customers;

7.2.1.10.2 Telephone Service Prioritization ("TSP");

7.2.1.10.3 related services for the handicapped;

7.2.1.10.4 soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis, and

7.2.1.10.5 any other service required by law or regulation.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the Section on Tandem Switching. These capabilities shall adhere to the specifications set forth in Appendix 1 of this Attachment.

7.2.1.12 BellSouth shall provide interfaces to adjuncts through industry standards and Bellcore interfaces set forth in Appendix 1 of this Attachment.

7.2.1.13 Unbundled switching will include 911 access on the same basis as such access is provided in BellSouth's network.

7.2.1.14 BellSouth shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and Primary Rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 Custom Calling Features;

7.2.1.14.5 Centrex or its equivalent (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.14.6 Advanced Intelligent Network ("AIN") triggers supporting MCIm, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCIm all AIN triggers currently available to BellSouth for offering AIN-based services in accordance with applicable technical

references in Appendix 1 of this Attachment. Currently, such triggers are:

7.2.1.14.6.1 Off-Hook Immediate;

7.2.1.14.6.2 Off-Hook Delay;

7.2.1.14.6.3 Termination Attempt;

7.2.1.14.6.4 3/6/10, and

7.2.1.14.6.5 Feature Code Dialing.

7.2.1.14.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCIm:

7.2.1.14.7.1 Private EAMF Trunk;

7.2.1.14.7.2 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.14.7.3 N11;

7.2.1.14.7.4 Automatic Route Selection.

7.2.1.15 BellSouth shall assign each MCIm subscriber line the class of service designated by MCIm (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MCIm Customers as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.1.15.1 O+/O- calls

7.2.1.15.2 411/DA calls

7.2.1.15.3 Any other selective routing that may be mutually agreed upon by the Parties and at rates negotiated by the Parties.

7.2.1.16 Subject to subsection 7.2.1.15, above, BellSouth shall assign each MCIm subscriber line the class of services designated by MCIm using line class codes and shall route operator calls from MCIm subscribers as directed by MCIm at MCIm's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and

route the call through appropriate trunks to an MCIm Operator Services Position System (OSPS). Where an MCIm customer serviced via UNE-P makes a directory assistance or operator services call, BellSouth shall transmit the ANI-II digits to MCIm via Feature Group D signaling with customized routing. However, BellSouth shall not be required to convert Feature Group C signaling to Feature Group D signaling at the point of origination.

7.2.1.17 Where BellSouth provides switching, if an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, BellSouth shall redirect incoming calls to the MCIm designated trunk group based upon pre-subscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, MCIm may purchase a simplified message desk interface ("SMDI") service interface with multi-line hunting to the MCIm system, pursuant to Attachment 2 of this Agreement. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability, where available.

7.2.1.18 Local Switching shall be offered in accordance with the requirements of the technical references in Appendix 1 and their future releases.

7.3 Interface Requirements - Local Switching

7.3.1 BellSouth shall comply with the interface requirements for Local Circuit Switching as set forth in Appendix 1 of this Attachment.

7.3.2 In addition to the requirements referenced in Appendix 1 of this Attachment, BellSouth shall provide access to the following:

7.3.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by MCIm;

7.3.2.2 Interface to MCIm operator services systems or Operator Services or Directory Assistance Services through appropriate trunk interconnections using selective routing.

7.3.2.3 Interface to 950 access or other MCIm required access to interexchange carriers as requested.

7.3.3 Upon request of either Party, the Parties shall cooperatively test new OS/DA routing methods and, if the testing leads to the conclusion that the method is technically feasible, the Parties shall include language in the Agreement outlining how the service will be provisioned.

7.4 Interface to Loops

7.4.1 BellSouth shall provide the following interfaces to loops:

7.4.1.1 Standard Tip/Ring interface including loop-start or ground-start, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.4.1.1.2 Coin phone signaling;

7.4.1.1.3 Basic Rate Interface ISDN adhering to the standards set forth in Appendix 1 of this Attachment;

7.4.1.1.4 Two-wire analog interface to customer premise equipment to include reverse battery, E&M, and wink start ;

7.4.1.1.5 Four-wire DS1 interface to customer premise equipment or subscriber provided equipment (e.g., computers and voice response systems);

7.4.1.1.6 Primary Rate ISDN to PBX adhering to the standards set forth in Appendix 1 of this Attachment;

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

7.4.1.1.8 DID signaling.

7.5 Integrated Services Digital Network (ISDN)

7.5.1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

7.5.2 Technical Requirements - ISDN

7.5.2.1 BellSouth shall offer ISDN switching that conforms to the requirements set forth in Appendix 1 of this Attachment, that, at a minimum:

7.5.2.1.1 Provides integrated Packet handling capabilities;

7.5.2.1.2 Allows for full 2B+D Channel functionality for BRI; and

7.5.2.1.3 Allows for full 23B+D Channel functionality for PRI.

7.5.2.1.4 Provides B Channels that are capable of carrying voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.5.2.1.5 Provides B Channels that are capable of carrying alternate voice and data on a per-call basis.

7.5.2.1.6 Provides BRI D Channels for call-associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.5.2.1.7 Provides PRI D Channels that allow for call-associated signaling.

7.6 Requirements - Selective Routing

7.6.1 Subject to line class code availability, MCIm may request Selective Routing for all end offices where BellSouth provides switching services to MCIm.

7.6.2 BellSouth shall provide Selective Routing at MCIm's request for all MCIm Local Resale and Local Switching end user lines and for all applicable call types (i.e., 411, 555-1212, 0-, 0+local) in a requested end office.

7.6.3 Transport to carry the rerouted calls to MCIm's Operator Services platform(s) will be specified by MCIm. BellSouth-supplied Dedicated Transport is available for use with Selective Routing, where facilities are available, in which case rates and charges for such transport will apply in

addition to the rates and charges for Selective Routing. All such rates are set forth in Attachment 1 of this Agreement.

7.6.4 When MCIm's Operator Services traffic is routed to MCIm's platform or a third party platform via dedicated transport, upon MCIm's request, BellSouth shall overflow such traffic, to the extent technically feasible, over BellSouth's common (shared) transport from BellSouth's end office to an access tandem or other switch designated by BellSouth. MCIm will be required to provide dedicated trunks between BellSouth's access tandem or other switch and MCIm's or a third party's platform(s), and overflow on common (shared) transport from such access tandem to the platform will not be available. MCIm shall utilize the BFR process to determine the pricing and methods and procedures necessary to implement such routing.

7.6.5 The following is the Targeted Service Intervals for Selective Routing:

| | Targeted Service Interval |
|---|---|
| 1 to 20 Line Class Codes | 30 days |
| 21 to 40 Line Class Codes | 60 days |
| More than 40Line Class Codes | Additional 30 days per additional 20 Line Class Codes |

7.7 Packet Switching Capability

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

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

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

(iii) The ability to extract data units from the data channels on the loops; and

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

7.7.2 BellSouth shall be required to provide nondiscriminatory access to unbundled Packet Switching Capability only where each of the following conditions is satisfied:

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

(ii) There are no spare copper loops capable of supporting the xDSL services MCIm seeks to offer;

(iii) BellSouth has not permitted MCIm to deploy a DSLAM in the Remote Terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIm obtained a virtual collocation arrangement at these subloop interconnection points; and

(iv) BellSouth has deployed packet switching capability for its own use.

Section 8. Operator Services

BellSouth shall provide MCIm access to operator service and directory assistance facilities where technically feasible, pursuant to Attachment 9.

Section 9. Shared Transport

9.1 Definition: "Shared Transport" is the 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 the BellSouth network. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is distinct and separate from Local Switching.

9.2 Shared transport will only be available where MCIm purchases Local Switching.

9.3 Technical Requirements - Shared Transport

9.3.1 BellSouth will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

Section 10. Dedicated Transport

10.1 Definition: Dedicated Transport is BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by BellSouth or requesting Telecommunications Carriers, or between switches owned by BellSouth or requesting Telecommunications Carriers. The end points of Dedicated Transport need not be wire centers or switch locations but shall be at a location where MCIm or a third party carrier has transmission facilities. If necessary, BellSouth shall modify its electronics whenever it provides dedicated transport to MCIm. Electronics are included in the cost of dedicated transport. BellSouth shall provide the electronics for dedicated transport if it currently exists in the network, but BellSouth is not required to construct facilities (including electronics) to provide dedicated transport where such facilities do not currently exist.

10.2 BellSouth shall offer, at the rates set forth in Attachment 1, Dedicated Transport in each of the following manners:

10.2.1 As capacity on a shared facility.

10.2.2 As a circuit (e.g., DS1, DS3, OC-n, STS-1) dedicated to MCIm; and,

10.2.3 As dedicated transport on an existing SONET ring. Such dedicated transport shall include all the features, functions, and capabilities of that existing SONET ring, to the extent technically feasible.

10.2.4 Nothing in subsections 10.2.1-10.2.3 shall be construed to require BellSouth to construct transport facilities where such a system does not presently exist, but BellSouth shall provide the electronics necessary to provide such dedicated transport to MCIm on existing facilities**.**

10.2.5 BellSouth shall not be required to construct the electronics on the fiber ring to give it SONET functionality if the functionality did not originally exist in the network**.**

10.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include, at Parity and on a nondiscriminatory basis, (as appropriate):

10.3.1 Multiplexing functionality;

10.3.2 Grooming functionality; and,

10.3.3 Where available, redundant equipment and facilities necessary to support protection and restoration.

10.4 When Dedicated Transport is provided as a system, it shall include, at Parity and on a nondiscriminatory basis:

10.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.4.2 Inter-office transmission facilities such as optical fiber, Dark Fiber, copper twisted pair, and coaxial cable;

10.4.3 Where available, redundant equipment and facilities necessary to support protection and restoration; and,

10.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in subsection 10.7.

10.5 Technical Requirements - Dedicated Transport

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

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

10.5.3 When physical diversity is requested by MCIm, BellSouth shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment (unless otherwise agreed by MCIm).

10.5.4 Transmission rates shall be as specified by MCIm.

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

10.5.5.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

10.5.5.2 DS3 (C-bit Parity and unframed applications shall be provided);

10.5.5.3 Where dedicated transport is provided over SONET, BellSouth shall provide it at Parity.

10.5.6 If requested by MCIm, BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCIm's designated equipment. BellSouth shall provide the following equipment for the physical POT:

10.5.6.1 DSX1 for DS1s or VT1.5s;

10.5.6.2 DSX3 for DS3s or STS-1s; and

10.5.6.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.5.7 For Dedicated Transport provided by BellSouth, Bellsouth shall design the system (including but not limited to facility routing and termination points) as specified by MCIm.

10.5.8 Where technically feasible and where available, BellSouth shall provide electronic provisioning control for dedicated transport

10.5.9 BellSouth shall offer Dedicated Transport together with and separately from DCS.

10.6 Technical Requirements - Dedicated Transport Using SONET Technology.

10.6.1 BellSouth shall provide SONET standard interfaces in accordance with the standards in Appendix 1 of this Attachment.

10.6.2 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the technical references provided in Appendix 1.

10.7 Digital Cross-Connect System (DCS)

10.7.1 Definition: Digital Cross-Connect System or "DCS" provides automated Cross Connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other BellSouth supported Synchronous Optical Network (SONET) signals are also DCSs, although not denoted by this same type of nomenclature.

DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

10.7.1.1 In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection.

10.7.1.2 Interconnection between a DSX or LGX to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.7.2 Technical Requirements - Digital Cross-Connect System

10.7.2.1 DCS shall provide completed end-to-end Cross Connection of the channels designated by MCIm.

10.7.2.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

10.7.2.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.7.2.4 The end-to-end Cross Connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The Cross Connection assignment shall remain in effect whether or not the circuit is in use.

10.7.2.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

10.7.2.6 BellSouth shall provide, at the rates set forth in Attachment 1, various types of Digital Cross-Connect Systems including:

10.7.2.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.7.2.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

10.7.2.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.7.2.6.4 STS-1 cross-connects; and

10.7.2.6.5 Other Technically Feasible cross-connects existing in the BellSouth network and designated by MCIm.

10.7.2.7 At MCIm's request, BellSouth shall provide, at the rates set forth in Attachment 1, an automated interface which allows MCIm the real time configuration and reconfiguration of the channels between the physical interfaces. Until such a request is made by MCIm, BellSouth shall process and implement reconfiguration Cross Connection requests on demand, at the rates set forth in Attachment 1.

10.7.2.8 BellSouth shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., BellSouth shall establish the processes to implement cross connects on a schedule mutually agreed to by the Parties.)

10.7.2.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.7.2.10 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.7.2.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.7.2.12 Where technically feasible, at MCIm's option, BellSouth shall provide MCIm with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation.

10.7.2.13 Where technically feasible, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

10.7.2.14 Where technically feasible, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.7.2.15 Where technically feasible, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.7.2.16 Where technically feasible, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.7.2.17 Where technically feasible, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.

10.7.3 Interface Requirements - Digital Cross-Connect System

10.7.3.1 BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher.

10.7.3.2 BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher.

10.7.3.3 BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher

10.8 DCS shall, at a minimum, meet all the requirements set forth in the technical references provided in Appendix 1.

Section 11. Signaling Link Transport

11.1 Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps (or higher when available) transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

11.2 Technical Requirements - Signaling Link Transport

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps (or higher when available) transmission paths.

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

11.2.2.1 As an "A-link" which is a connection between a signaling end point and a home Signaling Transfer Point Switch (STPs) pair; and

11.2.2.2 As a "D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

11.2.3.2 A D-link layer shall consist of four links.

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

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

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

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

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

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

11.3 Interface Requirements - Signaling Link Transport

11.3.1 There will be a DS1 (1.544 Mbps) interface at the MCIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

Section 12. Signaling Transfer Points (STPs)

12.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts a typical SS7 interconnection arrangement.

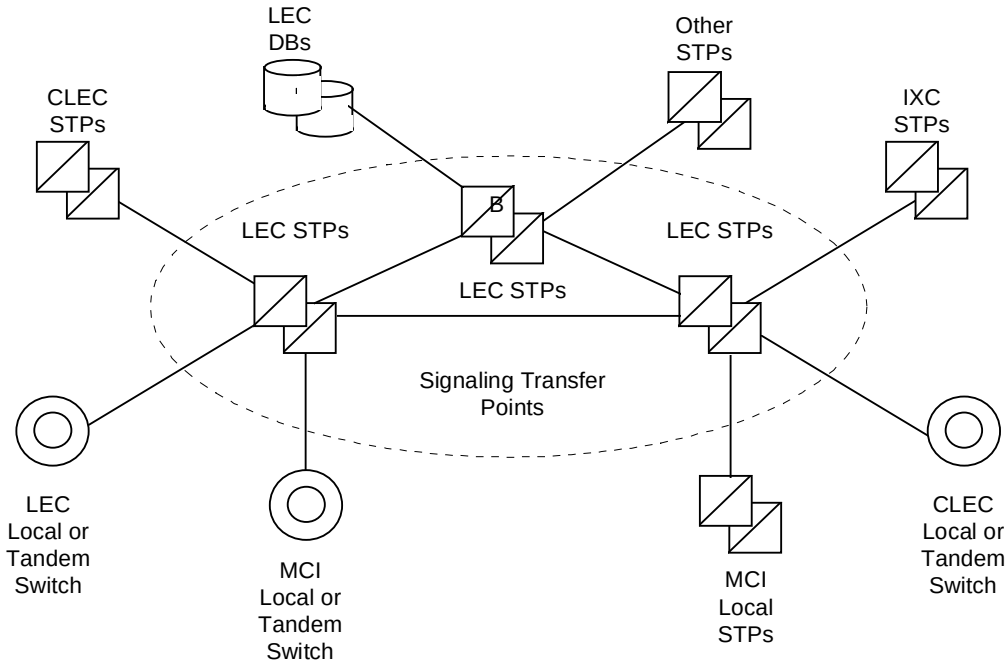


Figure 4

12.2 Technical Requirements - Signaling Transfer Points

12.2.1 STPs shall provide access to all other Network Elements connected to the BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/Data-Bases;

12.2.1.3 Third-party local or tandem switching systems; and

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey

messages which 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 (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. BellSouth shall charge MCIm to transit these messages at the rates set forth in Attachment 1 of this Agreement.

12.2.2.1 Transit Signaling. MCIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIm's signaling network to another LEC's or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between MCIm and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switch, provided that, where BellSouth does not have such a trunk, MCIm furnishes BellSouth with:

12.2.2.1.1 the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;

12.2.2.1.2 the identity of the STPs in BellSouth's network in which each DPC will be translated; and

12.2.2.1.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.

12.2.3 Before BellSouth transits TCAP messages to third parties, MCIm shall provide BellSouth with a letter of authorization from third party carriers to and from which BellSouth will transit TCAP messages. Such letter of authorization must state that the third party carrier will accept TCAP messages from BellSouth that originated on MCIm's network.

12.2.4 STPs shall provide all functions of the Message Transfer Part ("MTP") as specified in Appendix 1 of this Attachment.

12.2.5 STPs shall provide all functions of the SCP necessary for Class 0 (basic connectionless) service, as specified in Appendix 1.
In particular, this includes Global Title Translation (GTT) and SCP Management procedures as specified in Appendix 1.

12.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an MCIm or third party local or tandem switching system directly connected to BellSouth's SS7

network, BellSouth STPs shall perform final GTT of messages to the destination and SCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCP Subsystem Management of the destination.

12.2.7 BellSouth's STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in Appendix 1 of this Attachment. When available and upon request, BellSouth shall identify the switches in which the following functionalities are available: MTP Routing Verification Test (MRVT) and, SCP Routing Verification Test (SRVT).

12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and when mutually agreed upon by MCIm and BellSouth.

12.2.9 STPs shall, at a minimum, comply with the performance requirements set forth in Appendix 1 of this Attachment.

12.2.10 BellSouth shall comply with BST Guidelines to Technical Publication GR-905-CORE (TR 73554).

12.3 Interface Requirements - Signaling Transport Points

12.3.1 BellSouth shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the BellSouth SS7 network:

12.3.1.1 An A-link interface from MCIm local switching systems; and,

12.3.1.2 A D-link interface from MCIm's STPs.

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

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

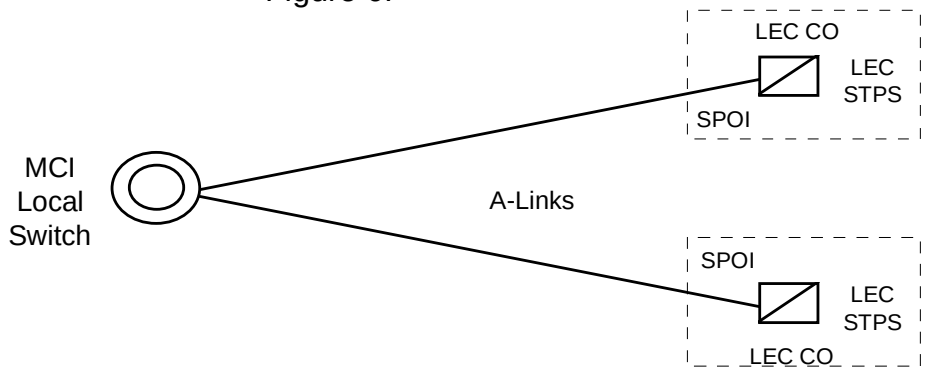


Figure 6. A-Link Interface

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

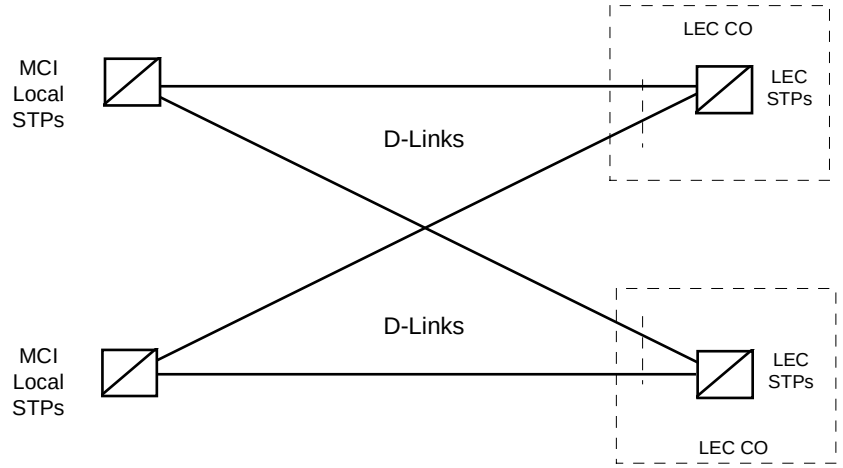


Figure 7

12.3.3 The Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPs are located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting MCIm local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. MCIm and BellSouth shall cooperate to establish mutually agreed upon SPOI's.

Section 13. Service Control Points/Databases

13.1 Definition:

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Database, and downstream number portability databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network ("IN") that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provides information necessary to route 800 calls).

13.2 Technical Requirements - SCPs/Databases

13.2.1 Requirements for SCPs/Databases within this Section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7 and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.

13.2.4 Database functionality shall be unavailable no more that thirty (30) minutes per year.

13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in BellSouth databases within an interval at parity with BellSouth's own provisioning schedule.

13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Number Portability Database

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

13.3.2 At MCIm's option, BellSouth shall provide access to the BellSouth NP database, at the rates set forth in Attachment 1 of this Agreement, for MCIm switches to query and obtain the appropriate routing number on calls to ported numbers, or the industry specified indication that the number is not ported for non-ported numbers in NPA-NXXs that are opened to portability. The specified indication will also be provided when the NPA-NXX is not open to portability.

13.4 Line Information Database (LIDB)

This subsection 13.4 defines and sets forth additional requirements for the Line Information Database.

13.4.1 Definition: The Line Information Database (LIDB) is a transaction-oriented database accessible through SS7 networks. It contains records associated with subscriber Line Numbers and Special Billing Numbers. The LIDB will accept queries from MCIm through other Network Elements

or MCIm's network, and will provide appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions, such as screening billed numbers, that provide 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 the BellSouth SS7 network and other SS7 networks. LIDB also interfaces with administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 Technical Requirements - Line Information Database

13.4.2.1 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Appendix 1) whether ported or not, for which the NPA-NXX or NXX-0/lXX Group is supported by that LIDB.

13.4.2.1.1 MCIm agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MCIm's end user accounts which are resident in LIDB pursuant to this Agreement. MCIm authorizes BellSouth to place such charges on MCIm's bill from BellSouth and agrees that it shall pay such charges. Charges for which MCIm hereby takes responsibility include, but are not limited to, collect and third party number calls.

13.4.2.1.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

13.4.2.1.3 MCIm shall have the responsibility to render a billing statement to its end users for these charges, but MCIm's obligation to pay BellSouth for the charges billed shall be independent of whether MCIm is able or not to collect from MCIm's end users.

13.4.2.1.4 BellSouth shall not become involved in any disputes between MCIm and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MCIm. It shall be the responsibility of MCIm and the other

entity to negotiate and arrange for any appropriate adjustments.

13.4.2.2 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, and NPA-NXX and NXX-0/lXX Group Records, belonging to an NPA-NXX or NXX-0/1 XX owned by MCIm.

13.4.2.3 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/lXX.

13.4.2.4 BellSouth shall perform the following LIDB functions for MCIm's Customer records in LIDB:

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

13.4.2.4.2 Calling Card Validation.

13.4.2.5 BellSouth shall process MCIm's Customer records in LIDB on a basis that is at least at parity with BellSouth's process. BellSouth shall indicate to MCIm what additional functions (if any) are performed by LIDB in their network.

13.4.2.6 Within two (2) weeks after a request by MCIm, BellSouth shall provide MCIm with a list of the Customer data items which MCIm 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.

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

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

13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Appendix 1) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in subsections 13.4.2.7 and 13.4.2.8 above.

13.4.2.10 When MCIm submits a service order, BellSouth's systems shall update, add, and delete information in BellSouth's LIDB automatically, as appropriate. When MCIm is facilities-based and elects to use BellSouth's LIDB, MCIm shall submit LIDB updates, additions, and deletions to BellSouth's DBAC (database administration center.)

13.4.2.11 Unless directed otherwise by MCIm, in the event that Customers change their local service provider, BellSouth shall maintain Customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such Customers shall not experience any interruption of service due to the lack of such maintenance of Subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

13.4.2.12 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm, except where additions, updates or deletions are necessary to perform standard fraud control measures (such as calling card auto-deactivation).

13.4.2.13 BellSouth shall provide priority updates to LIDB for MCIm data at Parity upon MCIm's request (e.g., to support fraud protection).

13.4.2.14 BellSouth shall provide MCIm reports of all MCIm data in LIDB via data migration (FCIF), paper or fax.

13.4.2.15 Pursuant to BellSouth procedures, BellSouth shall provide LIDB systems such that no more than 0.01% of MCIm Customer records will be missing from LIDB, as measured by MCIm audits.

13.4.2.16 BellSouth shall perform backup and recovery of all of MCIm's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy at Parity.

13.4.2.17 BellSouth shall provide to MCIm access to LIDB measurements and reports at least at parity with the capability BellSouth has for its own Customer records, including electronic access when available within BellSouth, and that BellSouth provides to any other party.

13.4.2.18 BellSouth shall provide MCIm with LIDB reports of data that is missing or contain errors, as well as any misroute errors, within the time period reasonably negotiated between MCIm and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of MCIm data in LIDB by BellSouth personnel or by any other party that is not authorized by MCIm in writing.

13.4.2.20 BellSouth shall accept queries to LIDB associated with MCIm Customer records, and shall return responses in accordance with the requirements specified herein or otherwise set forth in Appendix 1.

13.4.2.21 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.22 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.23 BellSouth shall provide LIDB performance that complies with the following standards:

13.4.2.23.1 There shall be at least a 99.9% reply rate to all query attempts.

13.4.2.23.2 Queries shall time out at LIDB no more than 0.1% of the time.

13.4.3 Interface Requirements - Line Information Database

13.4.3.1 The interface to LIDB shall comply with the requirements set forth in Appendix 1.

13.4.3.2 The CCS interface to LIDB shall be the standard interface, and shall comply with the requirements set forth in Appendix 1.

13.4.3.3 The LIDB Database interpretation of the ANSI-TCAP messages shall comply with the requirements set forth in Appendix 1. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Calling Database

The Toll Free Calling Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Calling Database in accordance with the following:

13.5.1 Technical Requirements - Toll Free Calling Database

13.5.1.1 BellSouth shall make the BellSouth Toll Free Calling Database available for MCIm to query, from MCIm's designated switch including BellSouth unbundled local switching, with a toll-free number and originating information.

13.5.1.2 The Toll Free Calling Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP also shall comply with the requirements set forth in Appendix 1 of this Attachment, which at a minimum include:

13.5.1.3.1 Network Management;

13.5.1.3.2 Subscriber Sample Collection; and

13.5.1.3.3 Service Maintenance.

13.5.2 Interface Requirements - Toll Free Calling Database

The signaling interface between the MCIm or other local switch and the Toll-Free Number database shall use the TCAP protocol together with the signaling network interface.

13.6 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access. BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide MCIm the capability that will allow MCIm and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

13.6.1 BellSouth will make all BellSouth SCP-based AIN retail services available for resale to MCIm. MCIm will be given the opportunity to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's SCE/SMS. Where Technically Feasible, access to BellSouth resold services and MCIm-created services may be supported from both MCIm and BellSouth local switches.

13.6.2 SCE/SMS. AIN Access shall provide MCIm the ability to create service applications utilizing BellSouth AIN 0.1 service creation tools and deploy those applications via the BellSouth SMS to the BellSouth SCPs. Through traditional mechanisms, MCIm will be supported in provisioning switch triggers in BellSouth local switches which will access these applications. AIN SCE/SMS service development capabilities provided to MCIm will provide the same AIN 0.1 service development opportunities as presented to BellSouth in utilization of its basic AIN programmability tools (DesignEDGE service). See Figure 7 below.

13.6.2.1 BellSouth will participate in standards bodies actively pursuing SMS/SCE standards. If standards are adopted in this area, BellSouth will seek to evolve its AIN SMS/SCE access toward such standards.

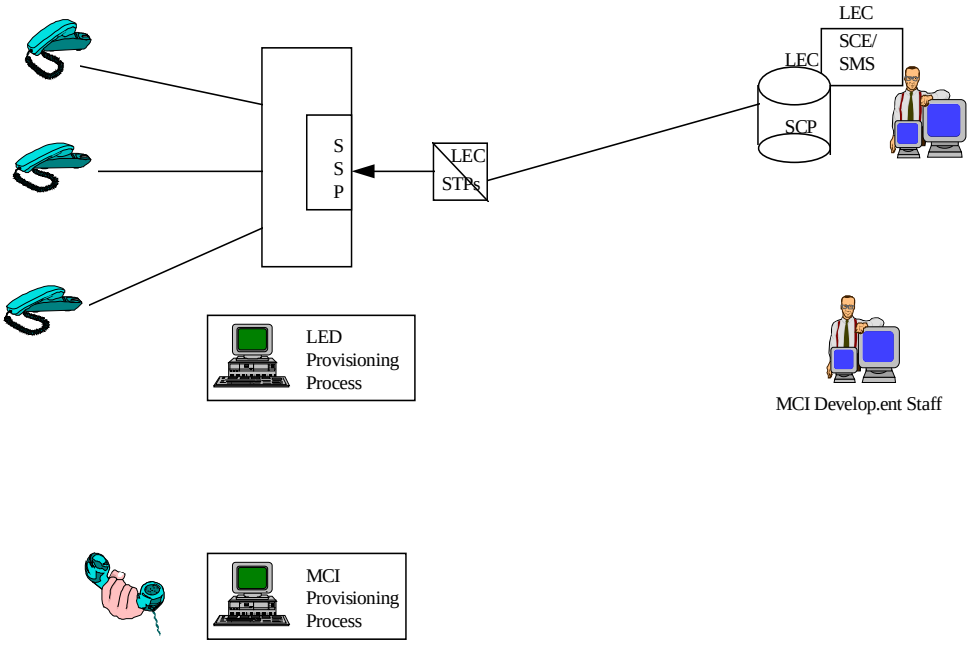


*Figure 7*

13.6.3 BellSouth's SCE/SMS offering shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCIm on a reasonable basis. Scheduling procedures shall provide MCIm equal priority access to these resources.

13.6.4 AIN access. BellSouth shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security Section of this Agreement.

13.6.5 The BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

13.6.6 When MCI selects SCE/SMS AIN access, BellSouth shall provide adequate training, documentation, and technical support of MCIm development staff to reasonably expect successful application development. Such training shall address use of SCE/SMS AIN access and administrative functions, but will not include support for creation of a specific service application.

13.6.7 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its

internal use of AIN components. MCIm access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6.8 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to the BellSouth SCP via the BellSouth SMS without intervention from BellSouth (e.g., service customization and subscriber subscription).

13.6.9 BellSouth shall offer, through the SCE/SMS AIN Access, access to the SCPs/Databases for control of MCIm end user functionality.

13.6.10 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 MCIm. Scheduling procedures shall provide MCIm equivalent priority to these resources.

13.6.11 BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

13.6.12 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MCIm to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

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

13.7. Calling Name (CNAM) Database: The CNAM Database contains subscriber name and telephone number information used to show the calling party name of an incoming call on a display attached to the telephone of the terminating carrier's end user. Access to the CNAM database is available via two methods, as described below.

13.7.1 Calling Name (CNAM) Database Service, which accesses the CNAM database on a per query basis, shall be provided at the rates set forth in Attachment 1 to this Agreement. MCIm must provide to its account manager a written request with a requested activation date to activate this service. If MCIm is interested in requesting CNAM with volume and term pricing, MCIm must contact its account manager to request a separate CNAM volume and term Agreement.

13.7.2 In lieu of or in addition to the foregoing, upon MCIm's request, BellSouth shall provide to MCIm an electronic download of the CNAM Database for the state of Tennessee. Such download shall be provided via Connect:Direct, or upon mutual agreement, the Parties may elect to provide the download via another method of delivery. Such download shall be provided in accordance with the following:

13.7.2.1 Upon MCIm's written request, BellSouth shall develop a system through which BellSouth shall provide to MCIm a download of all the information described in this Section 13.7 for the state of Tennessee in BellSouth's Customer Name (CNAM) database. The downloaded information shall include only the information that would be accessible to MCIm on a per query basis.

13.7.2.1.1 The database download shall not include third party (e.g., ILEC, CLEC, and independent telephone company) subscriber records stored by BellSouth within its Customer Name (CNAM) database. BellSouth shall make a good faith effort to obtain permission from third party carriers to include their subscriber records stored within BellSouth's CNAM database. Unless a third party carrier specifically prohibits BellSouth from identifying that carrier, BellSouth shall identify to MCIm which third party carriers do not give such permission, so that MCIm can approach such third party carriers to obtain the data.

13.7.2.2 Within ten (10) business days of MCIm's request, BellSouth shall submit to MCIm an estimate of the nonrecurring charge for development of the download process and the recurring charge for maintenance of the database and, including costs for the screening of data not subject to the download pursuant to subsection 13.7.2.1.1, if any, for updated downloads, and such estimate shall be in accordance with the procedure in Attachment 1 for developing new prices. MCIm will respond to BellSouth within thirty (30) days after receipt of the charges from BellSouth as to whether MCIm accepts the estimated charges and wishes to receive a detailed price quote. If MCIm elects to receive a detailed price quote, it shall so notify BellSouth in writing and BellSouth, within an additional twenty (20) days, shall submit to MCIm a firm price quote for the download, in accordance with Attachment 1. If MCIm elects to proceed with the download, MCIm shall notify BellSouth of such intent and shall pay to BellSouth the nonrecurring charges for systems development. If negotiations of a firm price are incomplete, MCIm may accept BellSouth's firm price

quote as an interim rate, pursuant to subsection 1.4.1 of Attachment 1, and pay such interim rate, subject to retroactive true-up. Prior to transmission of the initial download, the Parties shall meet to establish appropriate business processes for downloads and updates of the data, including but not limited to initial download file size and anticipated update volume. If MCIm thereafter chooses to cancel its request for a download, BellSouth will return to MCIm that portion of the nonrecurring charges that BellSouth has not yet incurred as of the date of cancellation. BellSouth shall develop the system in accordance with a reasonable implementation schedule mutually agreed to by the Parties.

13.7.2.3 The initial download shall reflect all data that is current as of one business day prior to the provision date.

13.7.2.4 BellSouth shall update, at Parity, the CNAM Database Information via downloads of all database changes (i.e., additions, deletions, and modifications) to MCIm on each business day. Upon request of MCIm, BellSouth shall provide a complete database download to ensure data accuracy, at the rates negotiated by the Parties or at the interim rate subject to true-up. If a BellSouth update corrupts or otherwise degrades the integrity of the database, because of an error or omission of BellSouth, BellSouth shall provide a complete database download at no cost to MCIm.

13.7.2.5 Any download of information in the CNAM Database for Tennessee is provided to MCIm only for MCIm to provide telecommunications services MCIm shall not use the data for any other purpose, including but not limited to (1), disclosing such information to third parties or affiliates, except to provide a telecommunications service, or (2) marketing any service of MCIm or any third party. BellSouth shall have the right to audit MCIm's use of the data to determine compliance with this Subsection. Such audit shall be performed at BellSouth's expense by an independent auditor, shall be based on a good faith belief that MCIm is not complying with this subsection, and shall be in accordance with Generally Accepted Auditing Standards (GAAS). The independent auditor shall keep MCIm's network and operational information strictly confidential, and shall only release the final audit results to BellSouth.

Section 14. Tandem Switching

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

14.2 Technical Requirements

14.2.1 Tandem Switching shall comply with the specifications set forth in Appendix 1 of this Attachment. Such specifications include, at a minimum, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Based on the line class codes established by MCIm at the BellSouth end office, Tandem Switching shall provide screening and routing as designated by MCIm;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCIm;

14.2.1.4 When Technically Feasible, and requested via BFR by MCIm, Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

14.2.1.5 Left Blank Intentionally;

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by MCIm;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" Section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between an MCIm end office and the end office of another CLEC in accordance with Attachment 4 of this Agreement).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

14.2.5 Tandem Switching shall record billable events and provide the billing information to MCIm in accordance with the requirements of Attachment 8 of this Agreement.

14.2.6 BellSouth shall perform, at Parity and on a nondiscriminatory basis, routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCIm and where available, the results and reports of testing performed in response to a trouble report shall be made available to MCIm.

14.2.7 Tandem Switching shall be capable of controlling congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block MCIm traffic in a discriminatory manner).

14.2.8 Tandem Switching shall route calls to BellSouth or MCIm endpoints or platforms on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the BellSouth switching network shall be mutually agreed to by MCIm and BellSouth. Such plans shall meet MCIm requirements for routing calls through the local network. Notwithstanding the provisions of subsection 14.3.4, Tandem Switching shall not be used to route OS or DA calls, either directly or on an overflow basis, unless MCIm has purchased selective routing from BellSouth.

14.2.9 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.

14.2.10 In support of AIN triggers and features, Tandem Switching, when Technically Feasible and requested via BFR by MCIm, shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.

14.2.11 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 Interface Requirements - Tandem Switching

14.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

14.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

14.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

14.3.4 Tandem Switching shall provide an alternate final routing pattern for MCIm traffic overflowing from direct end office high usage trunk groups.

Section 15. Cooperative Testing

15.1 MCIm and BellSouth shall perform cooperative testing based on the requirements of Appendix 1 of this Attachment, and such testing shall be performed as set forth in Attachment 8 of this Agreement.

Section 16. Basic 911 and E911

16.1 See Attachment 9.

Section 17. Directory Assistance Data

17.1 See Attachment 9.

# Appendix I
# Attachment 3

## 1. Table of Technical References

| **Loop Concentrator/Multiplexer ("LC/M")<br>Technical and Interface Requirements** |
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| Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993. |
| Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines. |
| ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode). |
| ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats. |
| ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces. |
| ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification. |
| Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria. |
| **LC/M and Intelligent LC/M<br>Technical and Interface Requirements** |
| |
| Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987. |
| Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993. |
| Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989. |
| Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995. |
| **DS1 Conditioned and Optical Loop Feeder<br>Technical Requirements** |
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| Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces. |
| Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993. |
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| ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces. |
| ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification. |
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| **Loop Feeder**<br>**Interface Requirements** |
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| Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 19921- Rev. 1, December 1993-1 Supplement 1, December 1993. |
| Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995. |
| **NID**<br>**Interface Requirements** |
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| Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices"; |
| Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces"; |
| Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and, |
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| **Distribution**<br>**Technical Requirements** |
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| Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines"; |
| Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991; |
| **Local Switching**<br>**Technical Requirements** |
| Bellcore (FR-NWT-000064) Local Switching Systems General Requirements |
| Bellcore TCAP (GR-1432-CORE),<br>ISUP (GR-905-CORE),<br>Call Management (GR-1429-CORE),<br>Switched Fractional DS1 (GR-1357-CORE),<br>Toll Free Service (GR-1428-CORE),<br>Calling Name (GR-1597-CORE),<br>Line Information Database (GR-954-CORE),<br>Advanced Intelligent Network (GR-2863-CORE). |
| GR-1298-CORE, AIN Switching System Generic Requirements; |
| GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements; |
| TR-NWT-001284, AIN 0.1 Switching System Generic Requirements; |
| SR-NWT-002247, AIN Release 1 Update. |
| **Local Switching** |

| Interface Requirements |
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| Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements; |
| Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements; |
| Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers. |
| **Loop and Advance Services Requirements** |
| ANSI T1.413 (ADSL) |
| ANSI T1.601 (BRI ISDN) |
| ANSI TR28 (HDSL) |
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| ITU G992.1 (ADSL) |
| **ISDN Interface Requirements** |
| TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines.* |
| TR-NWT-303 specifications to interconnect Digital Loop Carriers. |
| PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements. |
| **Shared Transport and Dedicated Transport Technical Requirements** |
| ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability; |
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| ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5; |
| ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats; |
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| ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings; |
| ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces; |
| ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET)-Jitter at Network Interfaces - DS1 Supplement; |
| ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection; |
| ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications; |
| ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats; |
| ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization; |
| ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode); |
| ANSI T1.107-1995, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications; |
| ANSI T1.107a-1990 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications); |
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| ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface |

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| Specifications (SONET) (Single Mode - Short Reach); |
| ANSI T1.403-1995, Carrier to Subscriber Installation, DS1 Metallic Interface Specification; |
| ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification; |
| ANSI T1.404a, Network-to-Customer Installation - DS3 Metallic Interface Specification |
| IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11 |
| IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09 |
| ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH); |
| ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels; |
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| ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures; |
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| ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment; |
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| **Digital Cross-Connect System ("DCS")<br>Technical Requirements** |
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| ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach); |
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| TR-NWT-000776, Network Interface Description for ISDN Subscriber Access. |
| **Signaling System 7<br>Technical Requirements** |
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| ANSI T1.111 – 1996 SS7 - Message Transfer Part (MIP) |
| ANSI T1.112 – 1996 SS7 - Signaling Connection Control Part (SCCP) |
| ANSI T1.113 – 1996 SS7 - ISDN User Part (ISUP) |
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| ANSI T1.116 –1196 SS7 – Operation, Maintenance, and Administration Part |
| ANSI T1 (Draft) SS7 – Intermediate Network Selection (INS) Capability |
| ANSI T1 (Draft) SS7 – Local Service Provider Identification |
| **STPs<br>MTP and SCCP Performance Requirements** |
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| **STPs<br>MTP and SCCP Interface Requirements** |
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| **STPs<br>Additional Technical Requirements** |
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| **Number Portability Database<br>Interface Requirements** |
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| Technical Requirements for Number Portability – Database and Global Title Translation |
| **Toll Free Number Database<br>Technical Requirements** |
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| ANSI T1.512-1994, Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives. |
| ANSI T1.506-1990, Network Performance - Transmission Specifications for Switched Exchange Access Network. |
| ANSI T1.508-1992, Telecommunications - Network Performance - Loss Plan for Evolving Digital Networks. Also supplement T1.508a-1993. |
| ANSI T1.101-1994, Digital Synchronization Network Plan. |
| **Network Elements and Ancillary Functions<br>Additional Performance Requirements: TIA/EIA Standards** |
| TIA/EIA TSB-37A, Telephone Network Transmission Model for Evaluating Modem Performance. |
| TIA/EIA TSB-38, Test Procedure for Evaluation of 2-wire 4 kHz Voiceband Duplex Modems. |
| **Network Elements and Ancillary Functions<br>Additional Performance Requirements: IEEE Standards** |
| IEEE Standard 743-1984, IEEE Standard Methods and Equipment for Measuring Transmission Characteristics of Analog Voice Frequency Circuits. |
| ANSI /IEEE Standard 820-1984, Telephone Loop Performance Characteristics. |
| **SS7 Network Interconnection<br>Interface Requirements** |
| Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital network User Part (ISDNUP); |
| Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service; |
| Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and |
| Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). |
| **SS7 Network Interconnection<br>Additional Requirements** |
| ANSI T1.110-1992 American National Standard Telecommunications Signaling System Number 7 (SS7) - General Information; |
| ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP); |
| ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement; |

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| ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP); |
| ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part; |
| ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP); |
| ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks; |
| ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP); |
| ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI); |
| Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); |
| Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service; |
| Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service; |
| Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and, |
| Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). |
| **Local Switch and Access Tandem Trunks Interface Requirements** |
| GR-317-CORE GR-394-CORE) |
| **Network Interconnection Additional Requirements** |
| GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore , February, 1994; |
| GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore , February, 1994; |
| FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore , 1994 Edition; and |
| FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore , 1994 Edition. |

# ATTACHMENT 4

# INTERCONNECTION

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# INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIm, BellSouth shall provide Interconnection to MCIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect. Each party shall be responsible for the costs of transporting its originated calls to the Point of Interconnection.

1.3.1 If MCIm determines to establish new or change existing Points of Interconnecion with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIm NXXs are "homed." It is MCIm's responsibility to enter its own NPA/NXX access tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIm to home its NPA/NXX(s) on a BellSouth tandem, MCIm's NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System ("BRIDS") and the Local Exchange Routing Guide ("LERG"). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.1.5 MCIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIm's Wire Center and MCIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center

through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, BellSouth shall allow MCIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party

shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIm based on MCIm's NXX Access Tandem homing arrangement as specified by MCIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIm.

2.1.1.6.2 BellSouth and MCIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both

Parties. **If the Parties are unable to agree, MCIm shall make the final determination.**

2.1.3 Where necessary, BellSouth shall load MCIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIm and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known

as a Combination Interconnection Trunk Group) between MCIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIm must still establish trunks at all BellSouth access tandems where MCIm NXXs are "homed". MCIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth

Access Tandem in a LATA in which MCIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall permit MCIm to combine local, InterLATA, and transit traffic on one trunk group, provided the calls are properly timed, rated, and billed.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIm may order two-way transit trunk groups to each BellSouth access tandem where MCIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIm to subtend the BellSouth Access Tandem nearest to the MCIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIm's request, where MCIm is providing the switching, MCIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIm customer.

2.3.4 All originating Toll Free Service calls for which MCIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIm for any queries requested by MCIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIm shall be permitted to offer tandem services for switched access traffic. In order to ensure that BellSouth receives appropriate switched access charges, MCIm shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides in conjunction with MCIm's tandem service. The billing records shall be subject to audit pursuant to Part A of this Agreement**.**

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and ILEC subscribers**.**

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes,

whichever is greater, between an MCIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIm switching center and the BellSouth end office when overflow traffic between the MCIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIm's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following: