BELLSOUTH

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

May 10, 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 Vo2 Networx, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00138

Dear Chairman Tate

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement between BellSouth Telecommunications, Inc and Vo2 Networx, Inc. for approval by the Tennessee Regulatory Authority.

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

cc Michael Bourne, Vo2 Networx, Inc

180986

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Vo2 Networx, Inc 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 Vo2 NETWORX, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Vo2 Networx, Inc. ("Vo2 Networx") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Vo2 Networx and BellSouth state the following:

1. Vo2 Networx and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Vo2 Networx. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Vo2 Networx 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 Vo2 Networx 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. Vo2 Networx 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.

Vo2 Networx and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 10th day of May, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

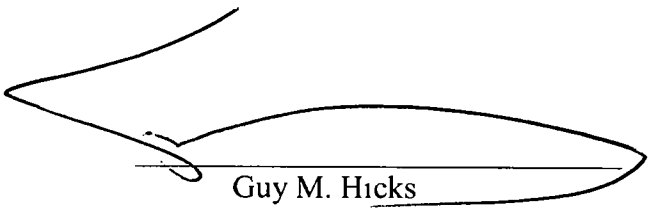
By: _____

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 10th day of May, 2004.

Michael Bourne
Vo2 Networx, Inc.
1835 Moriah Woods Blvd.
Suite 1
Memphis, TN 38117



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: VO2 Networx

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

And

Vo2 Networx, Inc.

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General Terms and Conditions

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Vo2 Networx, Inc. (Vo2), a Tennessee corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Vo2 or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, Vo2 is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, Vo2 wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Vo2 agree as follows:

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

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

1. CLEC Certification

1.1 Prior to execution of this Agreement, Vo2 agrees to provide BellSouth in writing Vo2's CLEC certification for Tennessee prior to BellSouth filing this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

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

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Vo2 pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

Vo2 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

When Vo2 purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Vo2 shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Vo2 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by Vo2.

5. White Pages Listings

5.1 BellSouth shall provide Vo2 and its customers access to white pages directory listings under the following terms:

5.1.1 Listings. Vo2 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Vo2 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Vo2 and BellSouth subscribers.

5.1.2 Rates. So long as Vo2 provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Vo2 one (1) primary White Pages listing per Vo2 subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.2 Procedures for Submitting Vo2 SLI are found in The BellSouth Business Rules for Local Ordering.

5.2.1 Vo2 authorizes BellSouth to release all Vo2 SLI provided to BellSouth by Vo2 to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Vo2 SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

5.2.2 No compensation shall be paid to Vo2 for BellSouth's receipt of Vo2 SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Vo2's SLI, or costs on an ongoing basis to administer the release of Vo2 SLI, Vo2 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Vo2's SLI, Vo2 will be notified. If Vo2 does not wish to pay its proportionate share of these reasonable costs, Vo2 may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Vo2 shall amend this Agreement accordingly. Vo2 will be liable for all costs incurred until the effective date of the amendment.

5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Vo2 under this Agreement. Vo2 shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Vo2 listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Vo2 any complaints received by BellSouth relating to the accuracy or quality of Vo2 listings.

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

5.3 Unlisted/Non-Published Subscribers. Vo2 will be required to provide to BellSouth the names, addresses and telephone numbers of all Vo2 customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.

5.4 Inclusion of Vo2 End Users in Directory Assistance Database. BellSouth will include and maintain Vo2 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Vo2 shall provide such Directory Assistance listings to BellSouth at no recurring charge.

5.5 Listing Information Confidentiality. BellSouth will afford Vo2's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

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

5.7 Directories. BellSouth or its agent shall make available White Pages directories to Vo2 subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

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

6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Vo2, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Vo2 End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Vo2 End Users for the same length of time it maintains such information for its own End Users.

6.2 Subpoenas Directed to Vo2. Where BellSouth is providing to Vo2 Telecommunications Services for resale or providing to Vo2 the local switching function, then Vo2 agrees that in those cases where Vo2 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Vo2 End Users, and where Vo2 does not have the requested information, Vo2 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

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

7. Liability and Indemnification

7.1 Vo2 Liability. In the event that Vo2 consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Vo2 under this Agreement.

7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Vo2 for any act or omission of another Telecommunications company providing services to Vo2.

7.3 Limitation of Liability

7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or

omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

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

7.3.3 Neither BellSouth nor Vo2 shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the

content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

8. Intellectual Property Rights and Indemnification

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

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

8.3 Intellectual Property Remedies

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

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

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

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

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

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

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

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

9. Proprietary and Confidential Information

9.1 It may be necessary for BellSouth and Vo2, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

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

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

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

11. Taxes

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

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

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

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

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

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

11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any

such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

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

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

11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

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

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

11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

11.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Vo2, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Vo2 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

14.1 If Vo2 changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Vo2 to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Vo2 or BellSouth to perform any material terms of this Agreement, Vo2 or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within

ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

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

16. Indivisibility

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

17. Waivers

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

18. Governing Law

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

19. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Vo2, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Vo2 shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Vo2 pays all bills, past due and current, under this Agreement, or (2) Vo2's assignee expressly assumes liability for payment of such bills.

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Vo2 Networx, Inc.

Michael Bourne
1835 Moriah Woods Blvd.
Suite 1
Memphis, TN 38117
Michael@teksell.com

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

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

20.3 BellSouth will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Vo2 shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Vo2. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate

state regulatory agency unless and until such time as Vo2 is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Vo2 as a requesting carrier under the Act).

29. Rate True-Up

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

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

29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Vo2 specifically or upon all carriers generally, such as a generic cost proceeding.

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Vo2 acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

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

31.3 The following services are included as options for purchase by Vo2 pursuant to the terms and conditions set forth in this Agreement. Vo2 may elect to purchase said services by written request to its Local Contract Manager if applicable:

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

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

BellSouth Telecommunications, Inc.

By: [signature]

Name: Kristen E. Rowe

Title: Director

Date: 4/13/04

Vo2 Networx, Inc.

By: Michael Bourne

Name: Michael Bourne

Title: President

Date: 4/13/04

Attachment 1

Resale

Table of Contents

RESALE

1. Discount Rates

1.1 The discount rates applied to Vo2 purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by Vo2 for the purposes of resale to Vo2's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.

2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 RESALE means an activity wherein a certificated CLEC, such as Vo2, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

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

Commission rules and orders, BellSouth shall make available to Vo2 for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers.

3.1.1 When Vo2 provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

3.1.2 In Tennessee, if Vo2 does not resell Lifeline service to any end users, and if Vo2 agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be 21.56%.

3.1.2.1 In the event Vo2 resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Vo2 and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2 Vo2 must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

3.2 Vo2 may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.2.1 Vo2 must resell services to other End Users.

3.2.2 Vo2 cannot be a CLEC for the single purpose of selling to itself.

3.3 Vo2 will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Vo2 for said services.

3.4 Vo2 will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Vo2. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Vo2.

Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When an End User of Vo2 or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and Vo2 will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Vo2 to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 Where BellSouth provides resold services to Vo2, BellSouth will provide Vo2 with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Vo2 acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Vo2 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) code; and in such instances, Vo2 shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.8 BellSouth will allow Vo2 to designate up to 100 intermediate telephone numbers per CLLI code, for Vo2's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Vo2 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLI code and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Vo2's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13 If Vo2 or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Vo2 has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to Vo2 remain the property of BellSouth.

3.15 White page directory listings for Vo2 End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 Service Ordering and Operational Support Systems (OSS)

3.16.1 Vo2 must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Vo2 may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.

3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event Vo2 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.16.4 Cancellation OSS Charge. Vo2 will incur an OSS charge for an accepted LSR that is later canceled.

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

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

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

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Vo2 per the BFR/NBR process as set forth in Attachment 11 of this Agreement.

3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.20 In the event Vo2 acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Vo2 that Special Assembly at the wholesale discount at Vo2's option. Vo2 shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21 BellSouth shall provide 911/E911 for Vo2 customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Vo2 customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Vo2 customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22 BellSouth shall bill, and Vo2 shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Vo2, and Vo2 shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Vo2

4.1 Resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively.

Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 Shared Tenant Service Tariff in the state of Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by Vo2 to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Vo2 shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Vo2 for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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

4.3 Vo2 may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If Vo2 cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and PLST.

4.5 <u>Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas</u>

4.5.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.

4.5.2 When Vo2 assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.5.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to Vo2.

4.5.4 Vo2 must establish a billing arrangement with the Independent Company or other CLEC prior to assuming an End User account where such circumstances apply.

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

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's GSST and PLST and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 Vo2 or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.3 Vo2 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4 Vo2 will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5 For all repair requests, Vo2 shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.6 BellSouth will bill Vo2 for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.7 BellSouth reserves the right to contact Vo2's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Vo2 will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services (master account). Vo2 is required to provide the following before a master account is established: blanket letter of authorization (LOA), misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA) and a deposit and tax exemption certificate, if applicable.

6.1.1 If Vo2 needs to change its OCN(s) under which it operates when Vo2 has already been conducting business utilizing those OCN(s), Vo2 shall bear all costs incurred by BellSouth to convert Vo2 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Vo2's End User customer records. Appropriate charges will appear in the OC&C section of Vo2's bill.

6.2 Vo2 shall provide to BellSouth a blanket LOA certifying that Vo2 will have End User authorization prior to viewing the End User's customer service record or

switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Vo2's End User customer.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Vo2 to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Vo2 to such other CLEC. Upon completion of the conversion BellSouth will notify Vo2 that such conversion has been completed.

7. Discontinuance of Service

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

7.1.1 BellSouth will deny service to Vo2's End User on behalf of, and at the request of, Vo2. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Vo2.

7.1.2 At the request of Vo2, BellSouth will disconnect a Vo2 End User customer.

7.1.3 All requests by Vo2 for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 Vo2 will be made solely responsible for notifying the End User of the proposed disconnection of the service.

7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Vo2 when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Vo2 and/or the End User against any claim, loss or damage arising from providing this information to Vo2. It is the responsibility of Vo2 to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

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

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

8.1 Upon request for BellSouth OCP, BellSouth shall:

8.1.1 . Process 0+ and 0- dialed local calls

8.1.2 Process 0+ and 0- intraLATA toll calls.

8.1.3 Process calls that are billed to Vo2 end user's calling card that can be validated by BellSouth.

8.1.4 Process person-to-person calls.

8.1.5 Process collect calls.

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

8.1.7 Process station-to-station calls.

8.1.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.1.10 Process operator-assisted DA calls.

8.1.11 Adhere to equal access requirements, providing Vo2 local end users the same IXC access that BellSouth provides its own operator service.

8.1.12 Exercise at least the same level of fraud control in providing Operator Service to Vo2 that BellSouth provides for its own operator service.

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

8.1.14 Direct customer account and other similar inquiries to the customer service center designated by Vo2.

8.1.15 Provide call records to Vo2 in accordance with ODUF standards.

8.1.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

8.2 Directory Assistance Service

8.2.1 DA Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.2.2 DA Service shall provide up to two listing requests per call, if available and if requested by Vo2's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's GSST to one of the provided listings.

8.2.3 Directory Assistance Service Updates

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

8.2.3.1.1 New end user connections
8.2.3.1.2 End user disconnections
8.2.3.1.3 End user address changes

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

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

8.3.1 Where Vo2 resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Vo2's end user calls to that provider through SCR.

8.3.2 SCR-LCC provides the capability for Vo2 to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if LCC capacity is available in the requested BellSouth end office switches.

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

8.3.4 Where available, Vo2 specific and unique LLCs are programmed in each BellSouth end office switch where Vo2 intends to service end users with customized OCP/DA branding. The LCCs specifically identify Vo2's end Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Vo2 intends to provide Vo2-branded OCP/DA to its End Users in these multiple rate areas.

8.3.5 SCR-LCC supporting Custom Branding and Self Branding require Vo2 to order dedicated transport and trunking from each BellSouth end office identified by Vo2, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Vo2 Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.

8.3.6 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.

8.3.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Vo2 to the BellSouth TOPS. The calls are routed to "No Announcement."

9. Line Information Database

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 BellSouth will provide LIDB Storage upon written request to Vo2's Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Optional Daily Usage File

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

Exhibit A

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

	Type of Service	TENNESSEE	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days (Note 2)	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No
4	Lifeline/Link Up Services	Yes	Yes
5	911/E911 Services	Yes	Yes
6	N11 Services	Yes	Yes
7	MemoryCall® Service	Yes	No
8	Mobile Services	Yes	No
9	Federal Subscriber Line Charges	Yes	No
10	Nonrecurring Charges	Yes	No
11	End User Line Chg- Number Portability	Yes	No
12	Public Telephone Access Svc (PTAS)	Yes	Yes
13	Inside Wire Maintenance Service Plan	Yes	No

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale**, promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Vo2.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Vo2.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Vo2 for originating line numbers.

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

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Vo2 and pursuant to which BellSouth, its LIDB customers and Vo2 shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Vo2's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Vo2 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Vo2, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to Vo2's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening. BellSouth is authorized to use the billing number information to determine whether Vo2 has identified the billing number as one that should not be billed for collect or third number calls.

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

3. OLNS. BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Vo2 from which a call originates.

4. GetData. BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Vo2 indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Vo2 of fraud alerts so that Vo2 may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by Vo2 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Vo2 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers (IXCs) and billing clearing houses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Vo2's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify Vo2 end user originated long distance charges and will return those charges to the IXC as not covered by the existing B&C agreement. Vo2 is responsible for entering into the appropriate agreement with IXCs for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between Vo2 and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Vo2. It shall be the responsibility of Vo2 and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. Vo2 will not be charged a fee for storage services provided by BellSouth to Vo2, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Vo2 in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from Vo2, BellSouth will provide the Optional Daily Usage File (ODUF) service to Vo2 pursuant to the terms and conditions set forth in this section.

2. Vo2 shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Vo2 customer.

4. Charges for ODUF will appear on Vo2's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. Vo2 will be billed at the ODUF rates that are in effect at the end of the previous month.

5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.1 Messages that error in Vo2's billing system will be the responsibility of Vo2. If, however, Vo2 should encounter significant volumes of errored messages that prevent processing by Vo2 within its systems, BellSouth will work with Vo2 to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the ODUF feed.

6.1 ODUF Message to be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to Vo2:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Vo2.

6.1.4 In the event that Vo2 detects a duplicate on ODUF they receive from BellSouth, Vo2 will drop the duplicate message and will not return the duplicate to BellSouth).

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to Vo2 via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Vo2 for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Vo2 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Vo2 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Vo2. Additionally, all message toll charges associated with the use of the dial circuit by Vo2 will be the responsibility of Vo2. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Vo2's end for the purpose of data transmission will be the responsibility of Vo2.

6.2.3 If Vo2 utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Vo2.

6.3 ODUF Packing Specifications

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

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Vo2 which BellSouth RAO is sending the

message. BellSouth and Vo2 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Vo2 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection. Vo2 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Vo2 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Vo2 by BellSouth.

6.5 ODUF Control Data. Vo2 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Vo2 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Vo2 for reasons stated in the above section.

6.6 ODUF Testing. Upon request from Vo2, BellSouth shall send test files to Vo2 for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Vo2 set up a production (live) file. The live test may consist of Vo2's employees making test calls for the types of services Vo2 requests on ODUF. These test calls are logged by Vo2, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Vo2, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Vo2 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. Vo2 shall furnish all relevant information required by BellSouth for the provision of EODUF.

3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the EODUF will appear on Vo2's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.

5. All messages will be in the standard ATIS EMI record format.

6. Messages that error in the billing system of Vo2 will be the responsibility of Vo2. If, however, Vo2 should encounter significant volumes of errored messages that prevent processing by Vo2 within its systems, BellSouth will work with Vo2 to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the EODUF feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to Vo2:

Customer usage data for flat rated local call originating from Vo2's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Vo2.

7.1.3 In the event that Vo2 detects a duplicate on EODUF they receive from BellSouth, Vo2 will drop the duplicate message (Vo2 will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to Vo2 via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among Vo2's ODUF messages. EODUF will be a variable block format. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Vo2 for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 If Vo2 utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Vo2.

7.3 Packing Specifications

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

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Vo2 which BellSouth RAO is sending the message. BellSouth and Vo2 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Vo2 and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Tennessee														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.00										
		Business %					16.00										
		CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the Commission. The OSS charges currently contained in this exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
		OSS - Electronic Service Order Charge, Per LSR - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per LSR - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000044										
		ODUF: Message Processing, per message					0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.004										

Attachment 2

Network Elements and Other Services

Version 3Q03: 4/1/2004

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to Vo2 in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Vo2 (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require Vo2 to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 Vo2 may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of Vo2, and to the extent technically feasible, provide to Vo2 access to its Network Elements for the provision of Vo2's qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Vo2 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated by the DC Circuit Court of Appeals in an effective order, such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to this Attachment. Upon the effective date of such order, Vo2 will not attempt to order any such Network Elements, combinations of Network Elements or services that are subject to the vacatur. BellSouth and Vo2 will work cooperatively to transition the embedded base of such Network Elements, combinations of Network Elements and services to tariffed services or to services offered pursuant to a separate commercial agreement, provided that the appropriate tariff rate or rate set forth in such commercial agreement shall apply from the effective date of the vacatur. In the event Vo2 has not entered into a separate commercial agreement, or transitioned such services to a tariffed service,

or if the Parties are unable to agree on a transition schedule for the embedded base Network Elements, combinations of Network Elements or services within thirty (30) calendar days of the effective date of the vacatur, BellSouth may disconnect those Network Elements, combinations of Network Elements or services upon thirty (30) calendar days notice. If Vo2 has not entered into a commercial agreement necessary for certain Network Elements, combinations of Network Elements or services, and BellSouth disconnects such Network Elements, combinations of Network Elements or services pursuant to the preceding sentence, BellSouth's then current market rates shall apply to such Network Elements, combinations of Network Elements or services from the effective date of the vacatur until disconnection.

1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element (UNE), or combination of elements that is available to Vo2 under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring (NRC) switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Vo2 and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

1.8 Except to the extent expressly provided otherwise in this Attachment, for Network Elements or combinations of Network Elements (collectively "Arrangements") that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), Vo2 will submit orders to rearrange, disconnect or convert those arrangements or services within thirty (30) calendar days of the last signature date of this Agreement. If orders to rearrange, disconnect or convert those Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, BellSouth shall provide Vo2 notice of those Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, and Vo2 shall submit orders to rearrange, disconnect or convert those Arrangements within sixteen (16) calendar days of the date of such notice from BellSouth. If Vo2 fails to submit orders to rearrange, disconnect or convert such Arrangements within sixteen (16) calendar days of BellSouth's notice, BellSouth may disconnect those Arrangements without further notice.

1.8.1 In the event all orders to rearrange, disconnect or convert Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, then 1) in the event no orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after

BellSouth's notice, Vo2 shall pay BellSouth the rate BellSouth could have charged had Vo2 transitioned those Arrangements to another tariffed or contract service arrangement beginning on the Effective Date of this Agreement to the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed; or 2) in the event orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, Vo2 shall pay BellSouth the rate charged for such Arrangements under this Agreement and the new rate applicable to such services as specified in BellSouth's tariffs or in a separate contract. If Vo2 has failed to identify at least 98% of the Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement prior to the thirty-first (31st) calendar day after the last signature date of this Agreement, then Vo2 shall reimburse BellSouth for labor incurred in identifying such Network Elements or combinations of Network Elements pursuant to the rates set forth in the Access Tariff.

1.8.2 Where no re-termination or physical rearrangement of the Arrangement is required, Vo2 will be charged a NRC switch-as-is-charge established for the individual Network Elements(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of the Arrangement to comply with the terms of this Agreement, full NRC charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent an Arrangement requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Vo2 shall be responsible for all applicable disconnection charges pursuant to this Agreement for Arrangements that are disconnected or rearranged pursuant to this Section 1.8.

1.8.3 Vo2 may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8.4 BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment**,** then BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then Vo2 must submit a service inquiry (SI) to have the work

performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment from Vo2, BellSouth shall perform the Routine Network Modification.

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

1.9 Commingling of Services

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that Vo2 has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

1.9.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.

1.9.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.9.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher bandwidth of service and Central Office Channel Interfaces (COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth of service.

1.10 If Vo2 reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Vo2 for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 Rates

1.11.1 The prices that Vo2 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Vo2 purchases a

service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.11.3 If Vo2 modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Vo2 in accordance with FCC No. 1 Tariff, Section 5.

1.11.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

2.1.1 The local loop is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's CO and the local loop demarcation point at an End User's premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops. The local loop includes all features, functions, and capabilities of the transmission facilities, including the network interface device (NID), and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises including inside wire owned or controlled by BellSouth. Vo2 shall purchase the entire bandwidth of the local loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the local loop.

BellSouth shall provide access to the unbundled local loops set forth in this Attachment 2 (Loop).

2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.1.2 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.

2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Vo2 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.

2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Vo2. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

2.1.1.5 For hybrid loops, where Vo2 seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Vo2 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's CO and an End User's premises.

2.1.1.6 Vo2 may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.

2.1.2 The provisioning of a Loop to Vo2's collocation space will require cross office cabling and cross connections within the CO to connect the Loop to the demarcation point associated with Vo2's collocation space. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.4 The Loop shall be provided to Vo2 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Vo2 wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), Vo2 may

order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

2.1.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Vo2 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Vo2 for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 Vo2 will be responsible for testing and isolating troubles on the Loops. Vo2 must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Vo2 will be required to provide the results of the Vo2 tests which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once Vo2 has isolated a trouble to the BellSouth provided Loop, and has issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

2.1.6.3 If Vo2 reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Vo2 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.

2.1.6.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Vo2 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Vo2 for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

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

2.1.7.1 Order Coordination (OC) allows BellSouth and Vo2 to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Vo2's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the

committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.7.2 Order Coordination – Time Specific (OC-TS) allows Vo2 to order a specific time for OC to take place. BellSouth will make every effort to accommodate Vo2's specific conversion time request. However, BellSouth reserves the right to negotiate with Vo2 a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Vo2 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Vo2 specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

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

2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Vo2 when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Vo2's Agreement before requesting a conversion.

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

2.1.8.3 The Loops converted to Vo2 pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Vo2 must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 **Bulk Migration**

2.1.9.1 If Vo2 requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same CO on the same due date, Vo2 must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the NRC rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, Vo2 should refer to the "Guides" section of the BellSouth Interconnection

website, which is incorporated herein by reference, as amended from time to time. The website address is: http://www.interconnection.bellsouth.com/

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Vo2 will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Vo2. Vo2 may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Vo2 may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Vo2. SL2 circuits can be provisioned with loop start, ground start or

reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Vo2 to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

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

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop
2.3.2.2 2-wire Unbundled ADSL Compatible Loop
2.3.2.3 2-wire Unbundled HDSL Compatible Loop
2.3.2.4 4-wire Unbundled HDSL Compatible Loop
2.3.2.5 4-wire Unbundled DS1 Digital Loop
2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
2.3.2.7 DS3 Loop
2.3.2.8 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Vo2 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12kft long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including

copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop**.** This is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of Vo2 in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop**.** This is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of Vo2 for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability.

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, Vo2 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Vo2, BellSouth shall perform the routine network modifications.

2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 Vo2 may access a total capacity of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

2.4 **Unbundled Copper Loops (UCL)**

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

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

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18kft or less in length and is provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Vo2.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Vo2 to provide a wide range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

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

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Vo2 can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Vo2 may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Vo2 to provide a wide range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 Vo2 may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18kft in length.

2.5.3 For any copper loop being ordered by Vo2 which has over 6kft of combined bridged tap will be modified, upon request from Vo2, so that the loop will have a maximum of 6kft of bridged tap. This modification will be performed at no additional charge to Vo2. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6kft will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 Vo2 may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction (SC) process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If Vo2 requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Vo2 will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 Vo2 shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Vo2 desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Vo2, Vo2 will submit a SI to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Vo2 is available at the location for which the ULM was requested, Vo2 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Vo2 will not be charged for ULM but will only be charged the service order charges for submitting an order.

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

2.6.1 Where Vo2 has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Vo2. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Vo2 (e.g. hairpinning):

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

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

2.6.3 If no alternate facility is available, and upon request from Vo2, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. Vo2 will then have the option of paying the one-time SC rates to place the Loop.

2.7 **Network Interface Device**

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

2.7.2 BellSouth shall permit Vo2 to connect Vo2's Loop facilities to the End User's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 Vo2 may access the End User's premises wiring by any of the following means and Vo2 shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Vo2 to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

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

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

2.7.3.1.4 Vo2 may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Vo2's responsibility to ensure there is no safety hazard, and Vo2 will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

2.7.3.3 Vo2 shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 Vo2 shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Vo2 to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

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

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's premises and the distribution media and/or cross connect to Vo2's NID.

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. Vo2 may request BellSouth to do additional work to the NID on a time and material basis. When Vo2 deploys its own local Loops in a multiple-line termination device, Vo2 shall specify the quantity of NID connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

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

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If Vo2 requests a UCSL and it is not available, Vo2 may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from Vo2, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Vo2's use on this cross-connect panel. Vo2 will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, Vo2 shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process.

Vo2's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Vo2 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Vo2's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before Vo2 can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Vo2's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, Vo2 will request sub-loop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Vo2 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Vo2 for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

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

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises or where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide

access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End User's premises, Vo2 will install UNTW Access Terminals for BellSouth at no additional charge.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Vo2 for each pair activated commensurate to the price specified in Vo2's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for

NRC and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a NRC charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Dark Fiber Loop**

2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Vo2 to utilize Dark Fiber Loops.

2.8.4.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, as defined by the FCC, Vo2 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Vo2, BellSouth shall perform the routine network modifications.

2.8.4.3 Requirements

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

2.8.4.3.2 Vo2 is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.4.3.3 BellSouth shall use its commercially reasonable efforts to provide to Vo2 information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Vo2.

2.8.4.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Vo2 within twenty (20) business days after Vo2 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Vo2 to connect Vo2 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Vo2 LMU information so that Vo2 can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Vo2 intends to install and the services Vo2 wishes to provide. This section addresses LMU as a preordering transaction, distinct from Vo2 ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide Vo2 LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Vo2 as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 BellSouth's provisioning of LMU information to Vo2 for facilities is contingent upon either BellSouth or Vo2 controlling the Loop(s) that serve the service location for which LMU information has been requested by Vo2. Vo2 is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by Vo2.

2.9.1.5 Vo2 may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Vo2 and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Vo2's ability to provide advanced data services over the ordered Loop type. Further, if Vo2 orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Vo2 is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Vo2 may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Vo2 needs further Loop information in order to determine Loop service capability, Vo2 may initiate a separate Manual SI for a separate NRC charge as set forth in Exhibit A of this Attachment.

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Vo2 may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Vo2 may reserve up to three (3) Loop facilities.

2.9.3.2 Vo2 may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to Vo2. During and prior to Vo2 placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Vo2 does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Vo2 will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Vo2 does not reserve facilities upon an initial LMUSI, Vo2's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.

2.9.3.5 Where Vo2 has reserved multiple Loop facilities on a single reservation, Vo2 may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Vo2, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Vo2.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which Vo2 provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and Vo2 using the high frequency spectrum (as defined below) of the loop.

3.1.2 From the Effective Date of this Agreement through October 1, 2004, Vo2 may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between such date and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, Vo2 may not request new Line Sharing arrangements under the terms of this Agreement.

3.1.3 The rates set forth herein will be applied retroactively back to the date set forth in the TRO.

3.1.4 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with Vo2, all Line Sharing arrangements pursuant to Section 3.1.2 of this Attachment shall be terminated.

3.1.5 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Vo2 the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Vo2 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.6 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

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3.1.7 BellSouth will provide Loop Modification to Vo2 on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Vo2 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Vo2 shall pay for the Loop to be restored to its original state.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Vo2 desires to continue providing xDSL service on such Loop, Vo2 shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give Vo2 notice in a reasonable time prior to disconnect, which notice shall give Vo2 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 Vo2 purchases the full stand-alone Loop, Vo2 may elect the type of Loop it will purchase. Vo2 will pay the appropriate recurring and NRC rates for such Loop as set forth in Exhibit A to this Attachment. In the event Vo2 purchases a voice grade Loop, Vo2 acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If Vo2 reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Vo2 for any

dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

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

3.2.1 BellSouth will provide Vo2 with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Vo2 must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the CO that serves the End User of such Loop.

3.2.1.2 Vo2 may provide its own splitters or may order splitters in a CO once it has installed its DSLAM in that CO. BellSouth will install splitters within thirty-six (36) calendar days of Vo2's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of Vo2 in a CO in which Vo2 is located, Vo2 shall be entitled to order the High Frequency Spectrum on lines served out of that CO. BellSouth will bill and Vo2 shall pay the electronic or manual ordering charges as applicable when Vo2 orders High Frequency Spectrum for End User service.

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Vo2's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a CO POTS splitter and provide Vo2 access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Vo2's xDSL equipment in Vo2's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Vo2 with a carrier notification letter, informing Vo2 of change. Vo2 shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Vo2's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Vo2's DS0 termination point as possible. Vo2 shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the CO in which both Parties have access to a common test access point. A Termination Point is defined as the point

of termination for Vo2 on the main distributing frame in the CO and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Vo2 DS0 at such time that a Vo2 End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 Vo2 may at its option purchase, install and maintain CO POTS splitters in its collocation arrangements. Vo2 may use such splitters for access to its customers and to provide xDSL services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitters installed by Vo2 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Vo2 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

3.5.1 Vo2 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide Vo2 the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.5.4 BellSouth will provide Vo2 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Vo2 shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 Vo2 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Vo2 is using a BellSouth owned splitter, Vo2 may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Vo2 provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Vo2 will

be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 Vo2 shall inform its End Users to direct data problems to Vo2, unless both voice and data services are impaired, in which event the End Users should call BellSouth.

3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Vo2, BellSouth will notify Vo2. Vo2 will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Vo2 will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Vo2's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.7.2 In the event Vo2 provides its own switching or obtains switching from a third party, Vo2 may engage in line splitting arrangements with another CLEC using a splitter, provided by Vo2, in a Collocation Arrangement at the CO where the loop terminates into a distribution frame or its equivalent.

3.7.3 Where Vo2 is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.

3.7.4 Vo2 shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Vo2 will not provide voice and data services.

3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by Vo2 or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port,

two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.

3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Vo2 for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Vo2 or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Vo2 or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Vo2 or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Vo2 or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.8.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 Ordering – Line Splitting

3.9.1 Vo2 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide Vo2 the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.9.4 BellSouth will provide Vo2 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Vo2 shall pay the rates for such services as described in Exhibit A.

3.9.5 BellSouth will provide Loop modification to Vo2 on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/html/unes.html. NRC rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. Vo2 will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 Vo2 shall inform its End Users to direct all problems to Vo2 or its authorized agent.

3.10.3 If Vo2 is not the data provider, Vo2 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Vo2 for the provision of a telecommunications service.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of

connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Vo2 for a particular End User when Vo2: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the Nashville, TN MSA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Vo2 is serving any End User as described in (2) above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Vo2 or transitioned by Vo2, pursuant to Section 1.8 of this Attachment or BellSouth shall disconnect such Arrangements pursuant to Section 1.8.

4.2.3 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Vo2's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that Vo2 purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Vo2 local End User, or originated by a BellSouth local End User and terminated to a Vo2 local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Vo2 the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Vo2 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.7 Where Vo2 purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Vo2 End User and terminate

within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's GSST. For such local calls, BellSouth will charge Vo2 the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Vo2 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Vo2 the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.9 **Unbundled Port Features**

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

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

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process as set forth in Attachment 11.

4.2.10.4 BellSouth will provide to Vo2 selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Vo2 will be made pursuant to the BFR/NBR Process**.**

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to Vo2 an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Vo2 will ensure that the following conditions are satisfied:

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

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

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

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

4.2.11.2 In addition to the charge for the URCF service port, BellSouth shall charge Vo2 the rates set forth in Exhibit A for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.2.12 **Provision for Local Switching**

4.2.12.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.2.12.2 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Vo2 all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Vo2.

4.2.13 **Local Switching Interfaces**.

4.2.13.1 Vo2 shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:

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

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

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

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.2.14 All End Users of Vo2 who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.

4.2.15 Vo2 shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.

4.2.16 Vo2 shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.

4.2.17 Vo2 will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for Vo2's End Users.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.1.1 Where Vo2 utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem

Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Vo2 and BellSouth;

4.3.2.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.3.2.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.3.2.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Vo2.

4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.3.2.4 Tandem Switching shall process originating toll free traffic received from Vo2's local switch.

4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 Where BellSouth provides local switching to Vo2, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Vo2. AIN SCR will provide Vo2 with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Vo2 shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per CO per state basis.

4.4.3 AIN SCR is not available in DMS 10 switches.

4.4.4 Where AIN SCR is utilized by Vo2, the routing of Vo2's End User calls shall be pursuant to information provided by Vo2 and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each CO where AIN SCR is established.

4.4.5 Upon ordering AIN SCR Regional Service, Vo2 shall remit to BellSouth the Regional Service Order NRC charges set forth in Exhibit A of this Attachment. There shall be a NRC End Office Establishment Charge per office due at the addition of each CO where AIN SCR will be utilized. Said NRC charge shall be as set forth in Exhibit A of this Attachment. For each Vo2 End User activated, there shall be a NRC End User Establishment charge as set forth in Exhibit A of this Attachment. Vo2 shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order NRC charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to Vo2's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Vo2, BellSouth considers that the delivery schedule of this service commences. The remaining half of the

Regional Service Order payment must be paid when at least ninety (90) percent of the COs listed on the original order have been turned up for the service.

4.4.7 The NRC End Office Establishment Charge will be billed to Vo2 following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The NRC End-User Establishment Charges will be billed to Vo2 following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN SCR Per Query Charge will be billed to Vo2 following the normal billing cycle for per query charges.

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

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

4.5.1 Where Vo2 purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Vo2's End User calls to that provider through Selective Call Routing.

4.5.2 SCR-LCC provides the capability for Vo2 to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if LCC capacity is available in the requested BellSouth end office switches.

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

4.5.4 Where available, Vo2 specific and unique LCCs are programmed in each BellSouth end office switch where Vo2 intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Vo2's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Vo2 intends to provide Vo2 - branded OCP/DA to its End Users in these multiple rate areas.

4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Vo2 to order dedicated trunking from each BellSouth end office identified by Vo2, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Vo2 Operator Service Provider for Self Branding. Separate trunk groups are

required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Vo2 to the BellSouth TOPS.

4.5.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a NRC charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Vo2 are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by Vo2 are not already combined by BellSouth in the location requested by Vo2 but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by Vo2 are not elements that BellSouth combines for its use in its network.

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

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Vo2 with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR

51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.

5.2.3 By placing an order for a high-capacity EEL, Vo2 thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Vo2's high-capacity EELs as specified below.

5.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Vo2 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Vo2, BellSouth shall perform the routine network modifications.

5.2.5 Service Eligibility Criteria

5.2.5.1 Vo2 must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.2.5.1.1 Vo2 has received state certification to provide local voice service in the area being served;

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

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

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

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

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

5.2.5.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk over which Vo2 will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Vo2 will have at least one (1) active DS1 local service interconnection trunk over which Vo2 will transmit the calling party's number in connection with calls exchanged over the trunk;

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

5.2.6 BellSouth may, on an annual basis, audit Vo2's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Vo2 failed to comply with the service eligibility criteria, Vo2 must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Vo2 did not comply in any material respect with the service eligibility criteria, Vo2 shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Vo2 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Vo2 for its reasonable and demonstrable costs associated with the audit. Vo2 will maintain appropriate documentation to support its certifications.

5.2.7 In the event Vo2 converts special access services to UNEs, Vo2 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE Port/Loop Combinations

5.3.1 Combinations of port and loop UNEs along with switching and transport UNEs provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as a UNE.

5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Nashville, TN, MSA to Vo2 if Vo2's customer has four (4) or more DS0 equivalent lines.

5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or higher capacity Loop in any service area covered by this Agreement.

5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for Vo2's UNE port/Loop combinations. BellSouth will not bill Vo2 for 911 surcharges. Vo2 is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 Rates

5.4.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable NRC switch-as-is charge set forth in Exhibit A.

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the NRC and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and NRC rates for those individual Network Elements as set forth in Exhibit A.

5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.

5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Vo2 in addition to those specifically referenced in this Section 5 above, where available. To the extent Vo2 requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 **Transport**

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to interoffice transmission facilities described in this Section 6 on an unbundled basis to Vo2 for the provision of a qualifying service, as set forth herein.

6.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Vo2 uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.

6.1.1.2 Dark Fiber Transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;

6.1.1.3 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Vo2.

6.1.2 BellSouth shall:

6.1.2.1 Provide Vo2 exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;

6.1.2.3 Permit, to the extent technically feasible, Vo2 to connect such interoffice facilities to equipment designated by Vo2, including but not limited to, Vo2's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, Vo2 to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

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

6.1.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

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

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Vo2.

6.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.2.3 Vo2 may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Vo2 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Vo2, BellSouth shall perform the routine network modifications.

6.2.6 Technical Requirements

6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Vo2 designated traffic.

6.2.6.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.2.6.3.1 DS0 Equivalent;
6.2.6.3.2 DS1;
6.2.6.3.3 DS3; and
6.2.6.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. Vo2 shall specify the termination points for Dedicated Transport.

6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.6.6 BellSouth Technical References:

6.2.6.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.6.6.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 Unbundled Channelization (Multiplexing)

6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth CO. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, Vo2 may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.3.2 BellSouth shall make available the following channelization systems and interfaces:

6.3.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.

6.3.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

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

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided CO multiplexing functionality, Vo2's channelization equipment must adhere strictly to form and protocol standards. Vo2 must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

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

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Vo2 to utilize Dark Fiber Transport.

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Vo2 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Vo2, BellSouth shall perform the routine network modifications.

6.4.3 Requirements

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

6.4.3.2 Vo2 is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.3 BellSouth shall use its best efforts to provide to Vo2 information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Vo2. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Vo2 within twenty (20) business days after Vo2 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Vo2 to connect Vo2 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 Databases

7.1 911 and E911 databases. BellSouth shall provide Vo2 with non-discriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR 319(f).

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7.2 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to Vo2.

7.3 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and CNAM at market based rates pursuant to a separate agreement or tariff.

8. **BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service**

8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and

provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Vo2's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Vo2.

8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Vo2 must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 Technical Requirements

9.2.1 BellSouth will offer to Vo2 any additional capabilities that are developed for LIDB during the life of this Agreement.

9.2.2 BellSouth shall process Vo2's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Vo2 what additional functions (if any) are performed by LIDB in the BellSouth network.

9.2.3 Within two (2) weeks after a request by Vo2, BellSouth shall provide Vo2 with a list of the customer data items, which Vo2 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

9.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

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

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

9.2.7 All additions, updates and deletions of Vo2 data to the LIDB shall be solely at the direction of Vo2. Such direction from Vo2 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

9.2.8 BellSouth shall provide priority updates to LIDB for Vo2 data upon Vo2's request (e.g., to support fraud detection)**,** via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Vo2 customer records will be missing from LIDB, as measured by Vo2 audits. BellSouth will audit Vo2 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Vo2 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Vo2 within one (1) business day of audit. Once reconciled records are received back from Vo2, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Vo2 to negotiate a time frame for the updates, not to exceed three (3) business days.

9.2.10 BellSouth shall perform backup and recovery of all of Vo2's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

9.2.11 BellSouth shall provide Vo2 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Vo2 and BellSouth.

9.2.12 BellSouth shall prevent any access to or use of Vo2 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Vo2 in writing.

9.2.13 BellSouth shall provide Vo2 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Vo2 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Vo2 the screening information associated with LIDB Data Screening of Vo2 data in

accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Vo2 under the BFR/NBR process.

9.2.14 BellSouth shall accept queries to LIDB associated with Vo2 customer records and shall return responses in accordance with industry standards.

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

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

9.3 Interface Requirements

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

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

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

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

9.3.5 The application of the LIDB rates contained in Exhibit A to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. Vo2 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Vo2 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10 Signaling

10.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10.2 **Signaling Link Transport**

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Vo2 designated Signaling Points of Interconnection (SPOI) that provide appropriate physical diversity.

10.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

10.2.3 Interface Requirements

10.2.3.1 There shall be a DS1 (1.544 Mbps) interface at Vo2's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 **Signaling Transfer Points**

10.3.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

10.3.2 Technical Requirements

10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Vo2 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Vo2 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Vo2 or third party local or tandem switching system directly connected to BellSouth's SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Vo2 database, then Vo2 agrees to provide BellSouth with the Destination Point Code for Vo2 database.

10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Vo2 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the

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specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 **SS7**

10.4.1 When technically feasible and upon request by Vo2, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Vo2's SS7 network to exchange TCAP queries and responses with a Vo2 SCP.

10.4.2 SS7 AIN Access shall provide Vo2 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Vo2 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Vo2 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

10.4.3 Interface Requirements

10.4.3.1 BellSouth shall provide the following STP options to connect Vo2 or Vo2-designated local switching systems to the BellSouth SS7 network:

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10.4.3.1.1 An A-link interface from Vo2 local switching systems; and,
10.4.3.1.2 A B-link interface from Vo2 local STPs.

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

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

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

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

10.4.4 Message Screening

10.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Vo2 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Vo2 switching system has a valid signaling relationship.

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10.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Vo2 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Vo2 switching system has a valid signaling relationship.

10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Vo2 from any signaling point or network interconnected through BellSouth's SS7 network where the Vo2 SCP has a valid signaling relationship.

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

10.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

10.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMSs provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

10.5.3 Technical Requirements for SCPs/Databases

10.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

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10.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

10.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

10.6 **Local Number Portability Database**

10.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

10.7 **SS7 Network Interconnection**

10.7.1 SS7 Network Interconnection is the interconnection of Vo2 local signaling transfer point switches or Vo2 local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Vo2 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

10.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Vo2 or other third-party switching systems with A-link access to the BellSouth SS7 network.

10.7.3 If traffic is routed based on dialed or translated digits between a Vo2 local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Vo2 local signaling transfer point switches and BellSouth or other third-party local switch.

10.7.4 SS7 Network Interconnection shall provide:

10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

10.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Vo2 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Vo2 local STPs and shall not include SCCP Subsystem Management of the destination.

10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

10.7.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

10.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

10.7.9 Interface Requirements

10.7.9.1 The following SS7 Network Interconnection interface options are available to connect Vo2 or Vo2-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

10.7.9.1.1 A-link interface from Vo2 local or tandem switching systems; and
10.7.9.1.2 B-link interface from Vo2 STPs.

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

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

10.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

10.7.9.5 BellSouth shall set message screening parameters to accept messages from Vo2 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Vo2 switching system has a valid signaling relationship.

11 Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Vo2 will be required to provide BellSouth daily updates to E911 database. Vo2 shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Vo2 the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Vo2 after Vo2 provides End User information for input into the ALI/DMS database.

11.2.2 Vo2 shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Vo2 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Vo2 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to Vo2's access to BellSouth's CNAM Database Services and shall be addressed to Vo2's Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to Vo2 requires interconnection from Vo2 to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.

12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Vo2 shall provide its own CNAM SSP. Vo2's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

12.5 If Vo2 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Vo2 desires to query.

12.6 If Vo2 queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

12.7 The mechanism to be used by Vo2 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Vo2 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Vo2 to provide accurate information to BellSouth on a current basis.

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

12.9 Vo2 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

13.1 BellSouth's SCE/SMS AIN Access shall provide Vo2 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Vo2. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect Vo2 service logic and data from unauthorized access.

13.4 When Vo2 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Vo2 to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 Vo2 access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow Vo2 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Operational Support Systems

14.1 BellSouth has developed and made available electronic interfaces by which Vo2 may submit LSRs electronically.

14.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.

14.3 Denial/Restoral OSS Charge. In the event Vo2 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

14.4 Cancellation OSS Charge. Vo2 will incur an OSS charge for an accepted LSR that is later canceled.

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

14.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																
		OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop-SL1-Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-Zone 1		1	UEANL	UEASL	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-Zone 2		2	UEANL	UEASL	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-Zone 3		3	UEANL	UEASL	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83					20.35	10.54	13.32	13.32
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		78.92	78.92					20.35	10.54	13.32	13.32
		Loop Testing-Basic Add'l Half Hour			UEANL	URETA		23.33	23.33					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		28.80	28.80								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29								
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83					20.35	10.54	13.32	13.32
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		28.80	28.80					20.35	10.54	13.32	13.32
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		78.92	78.92					20.35	10.54	13.32	13.32
		Loop Testing-Basic Add'l Half Hour			UEQ	URETA		23.33	23.33					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop-SL1-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
		2W Analog VG Loop-SL1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-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
		2W Analog VG Loop-SL1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL1-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
		2W Analog VG Loop-SL1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop-SL2 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
		2W Analog VG Loop-SL2 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
		2W Analog VG Loop-SL2 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									
		2W Analog VG Loop-SL2 w/Rev Bat Signaling-Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL2 w/Rev Bat Signaling-Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop-SL2 w/Rev Bat 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		Loop Tagging-SL2 (SL2)			UEA	URETL		11.23	1.10					20.35	10.54	13.32	13.32
	4-WIRE ANALOG VOICE GRADE LOOP																
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Analog VG 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2W 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

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2W Unbundled ADSL Loop including manl svc inq & 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
		2W Unbundled ADSL Loop including manl svc inq & 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
		2W Unbundled ADSL Loop including manl svc inq & 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
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2W Unbundled ADSL Loop w/o manl svc inq & 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
		2W Unbundled ADSL Loop w/o manl svc inq & 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
		2W Unbundled ADSL Loop w/o manl svc inq & 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2W Unbundled HDSL Loop including manl svc inq & 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
		2W Unbundled HDSL Loop including manl svc inq & 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
		2W Unbundled HDSL Loop including manl svc inq & 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									
		2W Unbundled HDSL Loop w/o manl svc inq 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
		2W Unbundled HDSL Loop w/o manl svc inq 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
		2W Unbundled HDSL Loop w/o manl svc inq 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4W Unbundled HDSL Loop including manl svc inq 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
		4W Unbundled HDSL Loop including manl svc inq 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
		4W Unbundled HDSL Loop including manl svc inq 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									
		4W Unbundled HDSL Loop w/o manl svc inq 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
		4W Unbundled HDSL Loop w/o manl svc inq 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
		4W Unbundled HDSL Loop w/o manl svc inq 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE DS1 DIGITAL LOOP																
		4W 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
		4W 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
		4W 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4W 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
		4W 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

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W 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
		4W 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
		4W 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
		4W 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									
		4W 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
		4W 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
		4W 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									
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Designed including manl svc inq & facility reservation-Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manl svc inq & facility reservation-Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manl svc inq & facility reservation-Zone 3	I	3	UCL	UCLPB	22.53	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								
		2W Unbundled Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 3	I	3	UCL	UCLPW	22.53	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								
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manl svc inq and facility reservation-Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manl svc inq and facility reservation-Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manl svc inq and facility reservation-Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4W Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manl svc inq and facility reservation-Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils-4W less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 pr Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop-Per Bldg Eqpmnt 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 pr Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2W Analog VG Loop-Statewide		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 pr			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		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 4W Analog VG Loop -Zone 2		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 4W Analog VG Loop -Zone 3		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 pr			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34.29	34.29								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		78.92	78.92								
		Loop Testing-Basic Add'l Half Hour			UEANL	URETA		23.33	23.33								
		2W 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
		2W 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
		2W 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 pr			UEF	USBMC		34.29	34.29								
		4W 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
		4W 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
		4W 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 pr			UEF	USBMC		34.29	34.29								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		78.92	78.92								
		Loop Testing-Basic Add'l Half Hour			UEF	URETA		23.33	23.33								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect-2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID-Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only-No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only-No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2W Cross Box Jumper-no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4W 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 mi per mo			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop-DS3-Facility Term per mo			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84		
		High Capacity Unbundled Local Loop-STS-1-Per mi per mo			UDLSX	1L5ND	9.19										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop-STS-1-Facility Term per mo			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the TRA.																
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76					19.99	19.99	19.99	19.99
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76					19.99	19.99	19.99	19.99
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)	R		UMK	UMKMQ		0.76	0.76								
LINE SHARING AND LINE SPLITTING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from the Effective Date through midnight October 01, 2004 shall be billed as follows:																
	NOTE 1: Effective Date – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed (UCLND)																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT																
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Share Service, TRO per line activation, BST owned splitter-CO Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	2.94	40.00	31.39	0.00	0.00						
		Line Share Service, TRO per line activation, BST owned splitter-CO Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	5.87	40.00	31.39	0.00	0.00						
		Line Share Service, TRO per line activation, BST owned splitter-CO Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	8.81	40.00	31.39	0.00	0.00						
		Line Sharing-per Subsqnt Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing-per Subsqnt Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	2.94	47.44	19.31	0.00	0.00						
		Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	5.87	47.44	19.31	0.00	0.00						
		Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	8.81	47.44	19.31	0.00	0.00						
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting-per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting-per line activation BST owned-physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting-per line activation BST owned-virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	MAINTENANCE																
		No Trouble Found-per 1/2 hour increments-Basic						80.00	55.00								
		No Trouble Found-per 1/2 hour increments-Overtime						120.00	82.50								
		No Trouble Found-per 1/2 hour increments-Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			U1TVX	1L5XX	0.0054										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per mi per mo			U1TVX	1L5XX	0.0054										
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Term			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0054										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Term			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08		
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0174										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0174										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			U1TD1	1L5XX	0.3562										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09		
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			U1TD3	1L5XX	2.34										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84		
		Interoffice Channel-Dedicated Transport-STS-1-Per mi per mo			U1TS1	1L5XX	2.34										
		Interoffice Channel-Dedicated Transport-STS-1-Facility Term			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84		
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route mi or Fraction Thereof per mo-Interoffice Channel			UDF, UDFCX	1L5DF	28.74										
		NRC Dark Fiber-Interoffice Channel			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17			20.35	10.54	13.32	13.32
		Dark Fiber, Four Fiber Strands, Per Route mi or Fraction Thereof per mo-Local Loop			UDF, UDFCX	1L5DL	58.83										
		NRC Dark Fiber-Local Loop			UDF, UDFCX	UDFL4		1,121.00	153.19	580.26	357.17			20.35	10.54	13.32	13.32
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX No 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 No			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	NRBPX		49.03						20.35	20.35	13.28	13.28
SIGNALING (CCS7)																	
		CCS7 Signaling Term, Per STP Port			UDB	PT8SX	138.41										
		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										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners-Service Establishment			OQV			43.27									
		CNAM For Non DB Owners-Service Establishment			OQV			43.27									
		CNAM For DB Owners-Service Provisioning With Point Code Establishment			OQV			1,868.00	1,382.00								
		CNAM For Non DB Owners-Service Provisioning With Point Code Establishment			OQV			645.50	432.23								
		CNAM for DB Owners, Per Query			OQV		0.0010541										
		CNAM for Non DB Owners, Per Query			OQV		0.0010541										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH								20.35	20.35	13.28	13.28
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per						179.60	179.60					20.35	20.35		
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
PHYSICAL COLLOCATION																	
		Physical Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.7905	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		190,638.00						20.35			
		End Office Establishment			SRC	SRCEO		317.55	317.55	3.19	3.19			20.35	20.35	13.28	13.28
		Query NRC, per query			SRC		0.0206047										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service-Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
		AIN SMS Access Service-Port Connection-Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service-Port Connection-ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service-User Identification Codes-Per User ID Code			A1N	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			A1N	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 min					0.0820123										
		AIN SMS Access Service-Company Performed Session, Per min					2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service-Service Establishment Charge, Per State, Initial Setup			CAM	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										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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-moly report-Per AIN Toolkit Service Subscription			CAM	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			CAM	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			CAM	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			CAM	BAPES	0.0511435	36.23	36.23					20.35	20.35	13.28	13.28
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 2W VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport-Dedicated-DS1 combination-Per mi per mo			UNC1X	1L5XX	0.3562										
		Interoffice Transport-Dedicated-DS1 combination-Facility Term per			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channelization System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		VG COCI-Per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		Each Add'l 2W VG Loop (SL 2) in Combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l 2W VG Loop (SL 2) in Combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l 2W VG Loop (SL 2) in Combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09		
		VG COCI-Per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4W Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport-Dedicated-DS1 combination-Per mi Per mo			UNC1X	1L5XX	0.3562										
		Interoffice Transport-Dedicated-DS1-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channel System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		VG COCI in combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l VG COCI in combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4W 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport-Dedicated-DS1 combination-Per mi Per mo			UNC1X	1L5XX	0.3562										
		Interoffice Transport-Dedicated-DS1-combination Facility Term Per			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channel System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		OCU-DP COCI (data) per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l OCU-DP COCI (data)-in combination per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4W 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport-Dedicated-DS1 combination-Per mi Per mo			UNC1X	1L5XX	0.3562										
		interoffice Transport-Dedicated-DS1 combination-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channel System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		OCU-DP COCI (data)-in combination-per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l OCU-DP COCI (data)-in combination-per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		4W DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88						
		4W DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88						
		4W DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88						
		Interoffice Transport-Dedicated-DS1 combination-Per mi Per mo			UNC1X	1L5XX	0.3562										
		Interoffice Transport-Dedicated-DS1 combination-Facility Term Per			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		First DS1Loop in Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1Loop in Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1Loop in Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		Interoffice Transport-Dedicated-DS3 combination-Per mi Per mo			UNC3X	1L5XX	2.34										
		Interoffice Transport-Dedicated-DS3-Facility Term per mo			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84		
		3/1Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		
		Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		Additoinal DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86						
		Interoffice Transport-2W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0174										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-2W VG-Dedicated-Facility Term per mo			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0174										
		Interoffice Transport-4W VG-Dedicated-Facility Term per mo			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination-per mi per mo			UNC3X	1L5ND	9.19										
		DS3 Local Loop in combination-Facility Term per mo			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24						
		Interoffice Transport-Dedicated-DS3-Per mi per mo			UNC3X	1L5XX	2.34										
		Interoffice Transport-Dedicated-DS3 combination-Facility Term per mo			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination-per mi per mo			UNCSX	1L5ND	9.19										
		STS-1 Local Loop in combination-Facility Term per mo			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24						
		Interoffice Transport-Dedicated-STS-1 combination-per mi per mo			UNCSX	1L5XX	2.34										
		Interoffice Transport-Dedicated-STS-1 combination-Facility Term per mo			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																
		First 2W ISDN Loop in Combination-Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W ISDN Loop in Combination-Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W ISDN Loop in Combination-Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport-Dedicated-DS1 combination-per mi per mo			UNC1X	1L5XX	0.3562										
		Interoffice Transport-Dedicated-DS1 combination-Facility Term per			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channel System in combination-per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		2W ISDN COCI (BRITE)-in combination-per mo			UNCNX	UC1CA	3.24	5.70	4.42								
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN COCI (BRITE)-in combination-per mo			UNCNX	UC1CA	3.24	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		First DS1 Loop Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1 Loop Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1 Loop Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		Interoffice Transport-Dedicated-STS-1 combination-Per mi Per mo			UNCSX	1L5XX	2.34										
		Interoffice Transport-Dedicated-STS-1 combination-Facility Term per mo			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84		
		3/1 Channel System in combination per mo			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Add'l DS1Loop in the same STS-1 Interoffice Transport Combination Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		Add'l DS1Loop in the same STS-1 Interoffice Transport Combination Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0174										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Term per mo			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4W 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86						
		4W 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86						
		4W 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0174										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Term per mo			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2W VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport-Dedicated-DS1 combination-Per mi			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Term per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Per each DS1 Channelization System Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Per each VG COCI-Per mo per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Each Add'l 2W VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l VG COCI in combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Each Add'l DS1 COCI combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4W Analog VG Local Loop in Combination -Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W Analog VG Local Loop in Combination -Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4W Analog VG Local Loop in Combination -Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport-Dedicated-DS1 combination-Per mi Per			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Per each 1/0 Channel System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Per each VG COCI in combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Add'l VG COCI-in combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4W 56Kbps Digital Grade Local Loop in Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 56Kbps Digital Grade Local Loop in Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 56Kbps Digital Grade Local Loop in Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport-Dedicated-DS1 combination-Per mi Per mo			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1-combination Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Per each 1/0 Channel System in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Per each OCU-DP COCI (data) COCI per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		OCU-DP COCI (data) COCI in combination per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Each Add'l DS1 COCI in the same 3/1 channel system combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport-Dedicated-DS1 combination-Per mi Per			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Per each Channel System 1/0 in combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Per each OCU-DP COCI (data) in combination-per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Each Add'l DS1 COCI in the same 3/1 channel system combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport-Dedicated-DS1 combination-Per mi per mo			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Term per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Per each Channel System 1/0 in combination-per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Per each 2W ISDN COCI (BRITE) in combination-per mo			UNCNX	UC1CA	3.24	5.70	4.42								
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI in combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		Add'l 2W ISDN COCI (BRITE) in same 1/0 channel system combination-per mo			UNCNX	UC1CA	3.24	5.70	4.42								
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Each Add'l DS1 COCI in the same 3/1 channel system combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4W DS1 Digital Lcoal Loop in Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88						
		First 4W DS1 Digital Lcoal Loop in Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88						
		First 4W DS1 Digital Lcoal Loop in Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88						
		First Interoffice Transport-Dedicated-DS1 combination-Per mi Per			UNC1X	1L5XX	0.3562										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		3/1 Channel System in combination per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
		Per each DS1 COCI combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Each Add'l DS1 Interoffice Channel per mi in same 3/1 Channel System per mo			UNC1X	1L5XX	0.3562										
		Each Add'l DS1 Interoffice Channel Facility Term in same 3/1 Channel System per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		Each Add'l DS1 COCI in the same 3/1 channel system combination per mo			UNC1X	UC1D1	17.58	5.70	4.42								
		Add'l 4W DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88						
		Add'l 4W DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88						
		Add'l 4W DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86						

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CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86						
		First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0174										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Term per mo			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86						
		First I4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0174										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Term per mo			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	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 ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	10.54		
		NRC Currently Combined Network Elements Switch -As-Is Charge-DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
		NRC Currently Combined Network Elements Switch -As-Is Charge-DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
		NRC Currently Combined Network Elements Switch -As-Is Charge-STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option-per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
		Clear Channel Capability Super FrameOption-per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
		Clear Channel Capability (SF/ESF) Option-Subsqnt Activity-per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16S	23.85S	2.03S	0.79S			45.68	1.76		
		C-bit Parity Option-Subsqnt Activity-per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46S	7.68S	.7637S	OS			45.68	1.76		
	MULTIPLEXERS																
		DS1 to DS0 Channel System per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80		
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.82	6.07	4.66						9.80		
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	6.07	4.66								
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per mo for a Local Loop			UDN	UC1CA	3.10	6.07	4.66								
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per mo used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.10	6.07	4.66								
		VG COCI-DS1 to DS0 Channel System-per mo used for a Local Loop			UEA	1D1VG	0.91	6.07	4.66								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		VG COCI-DS1 to DS0 Channel System-per mo used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	6.07	4.66								
		DS3 to DS1 Channel System per mo			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80		
		STS-1 to DS1 Channel System per mo			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80		
		DS1 COCI used with Loop per mo			USL	UC1D1	17.58	6.07	4.66								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per mo			U1TUA	UC1D1	17.58	6.07	4.66								
		DS1 COCI used with Interoffice Channel per mo			U1TD1	UC1D1	17.58	6.07	4.66								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per mo			ULDD1	UC1D1	17.58	6.07	4.66								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports-2W 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-2W 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-2W 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-2W 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-2W VG unbundled TN 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
		Exchange Ports-2W VG unbundled TN 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-2W VG unbundled TN 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-2W VG unbundled TN 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-2W VG unbundled TN 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-2W VG unbundled TN 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-2W 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
		Exchange Port-2W VG TN res Dialing Plan w/o Caller ID			UEPSR	UEPWN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Port-2W VG TN res Area Plus w/o Caller ID			UEPSR	UEPRR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2W voice unbundled Low Usage Line Port w/o Caller ID Capability			UEPSR	UEPRT	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsqnt Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	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-2W Analog Line Port w/o 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-2W 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-2W 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-2W 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-2W 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-2W 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

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports-2W 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
	Exchange Ports-2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port			UEPSB	UEPB2	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 Line Inward, Collierville & Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports-2W Voice TN bus Dialing Plan w/o Caller ID			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2W voice unbundled Incoming Only Port w/o Caller ID Capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsqnt Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
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)																
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W Voice Unbundled 2-Way PBX TN Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	2W 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
	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
	2W 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
	Unbundled Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2W 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
	2W 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
	2W Voice Unbundled 2-Way PBX TN RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsqnt Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
FEATURES																
	All Available Vertical Features			UEPSP 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 EXCHANGE SWITCHING(PORTS)																

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							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	EXCHANGE PORT RATES																
		Exchange Ports-2W DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
		Exchange Ports-2W ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10			20.35	10.54	13.32	1.40
		All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								
		Exchange Ports-2W ISDN Port --Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2W ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.																
	EXCHANGE PORT RATES (continued)																
		Physical Collocation-DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1.51	53.27	40.16								
		Virtual collocation-Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75						
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPEX UEPDX	LNPCN	1.75							20.35	10.54		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00					20.35	10.54		
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00					20.35	10.54		
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00					20.35	10.54		
	New or Additional Channel															
	New or Add'l-Voice/Data "B" Channel			UEPEX	PR7BV	0.00	28.39						20.35	10.54		
	New or Add'l-Digital Data "B" Channel			UEPEX	PR7BF	0.00	29.11						20.35	10.54		
	New or Add'l Inward Data "B" Channel			UEPDX	PR7BD	0.00	29.39						20.35	10.54		
	New or Add'l Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	29.39						20.35	10.54		
	New or Add'l Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	29.39						20.35	10.54		
	New or Add'l PRI "D" Channel			UEPEX	PR7EX	0.00	29.39						20.35	10.54		
	CALL TYPES															
	Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00								
	Outward			UEPEX	PR7CO	0.00	0.00	0.00								
	Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Non-Recurring															
	Unbundled Remote Call Forwarding Service -Conversion-Switch-as-is			UEPVR	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		1.03	0.29								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling-Bus			UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, Local Calling-Bus			UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, InterLATA-Bus			UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus			UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Non-Recurring															
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVB	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		1.03	0.29								
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										
	Tandem Switching Function Per MOU (Melded)					0.000380364										
	Melded Factor: 38.90% of the Tandem Rate															
	Common Transport															
	Common Transport-Per mi, Per MOU					0.0000064										
	Common Transport-Facilities Term Per MOU					0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this exhibit.															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	The first and add'l Port NRC charges apply to Not Currently Combined Combos. For Currently Combined Combos the NRC charges shall be those identified in the NRC - Currently Combined sections.															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo-Zone 1		1			14.18										
		2W VG Loop/Port Combo-Zone 2		2			18.01										
		2W VG Loop/Port Combo-Zone 3		3			23.02										
		UNE Loop Rates															
		2W VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	12.48										
		2W VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	16.31										
		2W VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (Res)															
		2W voice unbundled port-res			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled port outgoing only-res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		15.69				
		2W VG unbundled TN extended local dialing parity port with Caller ID-res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Plus with Caller ID-res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Voice Unbundled TN res Dialing Plan w/o Caller ID			UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Area Plus Port w/o Caller ID Capability			UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled Low Usage Line Port w/o Caller ID Capability			UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91		15.69				
		FEATURES															
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.69				
		LOCAL NUMBER PORTABILITY															
		Local No Portability (1 per port)			UEPRX	LNPCX	0.35										
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination -Conversion-Switch with			UEPRX	USACC		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination -Conversion-Subsqnt Database Update						0.76					15.69				
		ADDITIONAL NRCs															
		2W VG Loop/Line Port Combination-Subsqnt Activity			UEPRX	USAS2	0.00	0.00	0.00				15.69				
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
		OFF/ON PREMISES EXTENSION CHANNELS															
		2W Analog VG Extension Loop – Non-Design		1	UEPRX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Non-Design		2	UEPRX	UEAEN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Non-Design		3	UEPRX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		1	UEPRX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		2	UEPRX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		3	UEPRX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		INTEROFFICE TRANSPORT															
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPRX	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPRX	U1TVM	0.0174	0.00	0.00								
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo-Zone 1		1			14.18										
		2W VG Loop/Port Combo-Zone 2		2			18.01										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Loop/Port Combo-Zone 3		3			23.02										
	UNE Loop Rates																
		2W VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	12.48										
		2W VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	16.31										
		2W VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2W voice unbundled port w/o Caller ID-bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		15.69				
		2W VG unbundled TN extended local dialing parity port with Caller ID-bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled incoming only port with Caller ID-Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Voice Unbundled TN bus Dialing Plan w/o Caller ID			UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91		15.69				
		TN Inward Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91		15.69				
		TN 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91		15.69				
		2W voice unbundled Incoming Only Port w/o Caller ID Capability			UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination -Conversion-Switch with			UEPBX	USACC		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination -Conversion-Subsqnt Database Update						0.76					15.69				
	ADDITIONAL NRCs																
		2W VG Loop/Line Port Combination-Subsqnt Activity			UEPBX	USAS2	0.00	0.00	0.00				15.69				
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS																
		2W Analog VG Extension Loop – Non-Design		1	UEPBX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Non-Design		2	UEPBX	UEAEN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Non-Design		3	UEPBX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		1	UEPBX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		2	UEPBX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Extension Loop – Design		3	UEPBX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPBX	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPBX	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2W VG Loop/Port Combo-Zone 1		1			14.18										
		2W VG Loop/Port Combo-Zone 2		2			18.01										
		2W VG Loop/Port Combo-Zone 3		3			23.02										
		2W VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX	12.48										
		2W VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX	16.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2W VG Unbundled Combination 2-Way PBX Trunk Port-Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USAC2		1.03	0.29				15.69				
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC		1.03	0.29				15.69				
	2W VG Loop/Line Port Combination -Conversion-Subsqnt Database Update						0.76					15.69				
	ADDITIONAL NRCs															
	2W VG Loop/Line Port Combination (PBX)-Subsqnt Activity			UEPRG	USAS2	0.00	0.00	0.00				15.69				
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel VG, per Term		1	UEPRG	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Local Channel VG, per Term		2	UEPRG	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Local Channel VG, per Term		3	UEPRG	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Non-Wire Direct Serve Channel VG		SW	UEPRG	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPRG	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPRG	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2W VG Loop/Port Combo-Zone 1		1			14.18										
	2W VG Loop/Port Combo-Zone 2		2			18.01										
	2W VG Loop/Port Combo-Zone 3		3			23.02										
	UNE Loop Rates															
	2W VG Loop (SL 1)-Zone 1		1	UEPPX	UEPLX	12.48										
	2W VG Loop (SL 1)-Zone 2		2	UEPPX	UEPLX	16.31										
	2W VG Loop (SL 1)-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			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		15.69				
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		15.69				
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 2-Way Combination PBX TN Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		15.69				

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CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Voice Unbundled 2-Way PBX TN RegionServ Callling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		TN PBX 2-Way Combo Each Add'l Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91		15.69				
		TN PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.69				
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2W VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination -Conversion-Subsqnt Database Update						0.76					15.69				
	ADDITIONAL NRCs																
		2W VG Loop/Line Port Combination (PBX)-Subsqnt Activity			UEPPX	USAS2	0.00	0.00	0.00				15.69				
		PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel VG, per Term		1	UEPPX	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel VG, per Term		2	UEPPX	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel VG, per Term		3	UEPPX	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Non-Wire Direct Serve Channel VG		SW	UEPPX	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPPX	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPPX	U1TVM	0.0174	0.00	0.00								
	UNE Port/Loop Combination Rates																
		2W VG Coin Port/Loop Combo – Zone 1		1			14.18										
		2W VG Coin Port/Loop Combo – Zone 2		2			18.01										
		2W VG Coin Port/Loop Combo – Zone 3		3			23.02										
	UNE Loop Rates																
		2W VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	12.48										
		2W VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	16.31										
		2W VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Ports (COIN)																
		2W Coin 2-Way w/o Oper Screening and w/o Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Coin 2-Way with Oper Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Coin 2-Way with Oper Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Coin 2-Way with Oper Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Coin Outward with Oper Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		15.69				
		2W Coin Outward with Oper Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		15.69				
		2W 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88						15.69				
		2W Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88						15.69				
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00	0.00	0.00		15.69				
		Local No Portability (1 per port)			UEPCO	LNPCX	0.35										
		2W VG Loop/Line Port Combination -Conversion-Switch-as-is			UEPCO	USAC2		1.03	0.29				15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Loop/Line Port Combination-Conversion-Switch w change			UEPCO	USACC		1.03	0.29				15.69				
		2W VG Loop/Line Port Combination-Subsqnt Activity			UEPCO	USAS2	0.00	0.00	0.00				15.69				
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45										
		2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52										
		2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17										
	UNE Loop Rates																
		2W VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	16.56										
		2W VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	21.63										
		2W VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	28.28										
	2-Wire Voice Grade Line Port Rates (Res)																
		2W voice unbundled port-res			UEPFR	UEPRL	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled port with Caller ID-res			UEPFR	UEPRC	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled port outgoing only-res			UEPFR	UEPRO	1.89	84.99	57.39	32.36	20.56		15.69				
		2W VG unbundled TN extended local dialing parity port with Caller ID-res			UEPFR	UEPAQ	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Plus with Caller ID-res (AC7)			UEPFR	UEPAH	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res (F2R)			UEPFR	UEPAK	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPFR	UEPAL	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPFR	UEPAM	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res			UEPFR	UEPAN	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Area Calling port with Caller ID-res (2MR)			UEPFR	UEPAO	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.89	84.99	57.39	32.36	20.56		15.69				
		2W Voice Unbundled TN res Dialing Plan w/o Caller ID			UEPFR	UEPWN	1.89	84.99	57.39	32.36	20.56		15.69				
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPFR	1L5XX	0.0174										
	FEATURES																
		All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		16.94	3.72				15.69				
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-With-Change			UEPFR	USACC		16.94	3.72				15.69				
		Unbundled Misc Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.23	1.10					20.35	10.54	13.32	13.32
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45										
		2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52										
		2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17										
	UNE Loop Rates																
		2W VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	16.56										
		2W VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	21.63										
		2W VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	28.28										
	2-Wire Voice Grade Line Port (Bus)																
		2W voice unbundled port w/o Caller ID-bus			UEPFB	UEPBL	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled port with Caller + E484 ID-bus			UEPFB	UEPBC	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.89	84.99	57.39	32.36	20.56		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
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							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG unbundled TN extended local dialing parity port with Caller ID-bus			UEPFB	UEPAV	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	1.89	84.99	57.39	32.36	20.56		15.69				
		2W voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	1.89	84.99	57.39	32.36	20.56		15.69				
		2W Voice Unbundled TN bus Dialing Plan w/o Caller ID			UEPFB	UEPWO	1.89	84.99	57.39	32.36	20.56		15.69				
		TN Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	1.89	84.99	57.39	32.36	20.56		15.69				
		TN 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	1.89	84.99	57.39	32.36	20.56		15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPFB	1L5XX	0.0174										
	FEATURES																
		All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		16.94	3.72				15.69				
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch with change			UEPFB	USACC		16.94	3.72				15.69				
		Unbundled Misc Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.23	1.10					20.35	10.54	13.32	13.32
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
	UNE Port/Loop Combination Rates																
		2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45										
		2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52										
		2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17										
	UNE Loop Rates																
		2W VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	16.56										
		2W VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	21.63										
		2W VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	28.28										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPFP	UEPPC	1.79	106.40	63.08	42.67	18.54		15.69				
		Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.79	106.40	63.08	42.67	18.54		15.69				
		Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 2-Way Combination PBX TN Calling Port			UEPFP	UEPT2	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPFP	UEPTO	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.79	106.40	63.08	42.67	18.54		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
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							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled PBX Collierville and Memphis Calling Port			UEPFP	UEPXU	1.79	106.40	63.08	42.67	18.54		15.69				
		2W Voice Unbundled 2-Way PBX TN RegionServ Callling Port			UEPFP	UEPXV	1.79	106.40	63.08	42.67	18.54		15.69				
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69				
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport-Dedicated-2W VG-Per mi or Fraction mi			UEPFP	1L5XX	0.0174										
	FEATURES																
		All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		16.94	3.72				15.69				
		2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch with change			UEPFP	USACC		16.94	3.72				15.69				
		Unbundled Misc Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.23	1.10					20.35	10.54	13.32	13.32
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2W VG Loop/2W DID Trunk Port Combo-UNE Zone 1		1			18.38										
		2W VG Loop/2W DID Trunk Port Combo-UNE Zone 2		2			19.87										
		2W VG Loop/2W DID Trunk Port Combo-UNE Zone 3		3			24.78										
	UNE Loop Rates																
		2W Analog VG Loop-(SL2)-UNE Zone 1		1	UEPPX	UECD1	9.60										
		2W Analog VG Loop-(SL2)-UNE Zone 2		2	UEPPX	UECD1	11.09										
		2W Analog VG Loop-(SL2)-UNE Zone 3		3	UEPPX	UECD1	16.00										
	UNE Port Rate																
		Exchange Ports-2W DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2W VG Loop/2W DID Trunk Port Combination -Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
		2W VG Loop/2W DID Trunk Port Conversion with BST Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
		Unbundled Misc Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.23	1.10								
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Term (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		Add'l DID Nos for each Group of 20 DID Nos			UEPPX	ND4	0.00	0.00	0.00								
		DID Nos, Non-consecutive DID Nos , Per No			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID Nos			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Nos			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY																
		Local No Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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										
	UNE Loop Rates																
		2W ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB UEPPR	USL2X	16.20										
		2W ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
		2W ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port Rate																
	Exchange Port-2W ISDN Line Side Port			UEPPB UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26			19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination-Conversion			UEPPB UEPPR	USACB	0.00	117.23	117.23					19.99	19.99		
ADDITIONAL NRCs																
	2W ISDN Loop/2W ISDN Port Combination-Sub Actvy-Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88						19.99	19.99		
	Unbundled Misc Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.23	1.10								
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
LOCAL NUMBER PORTABILITY																
	Local No Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features-One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel miage each, including first mi and facilities Term			UEPPB UEPPR	M1GNC	17.91	53.99	17.37					19.99	19.99		
	Interoffice Channel miage each, Add'l mi			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and add'l Port NRC charges apply to Not Currently Combined Combos. For Currently Combined Combos, the NRC charges shall be those identified in the NRC - Currently Combined sections. Add'l NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP91		14.18										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP91		18.01										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP91		23.02										
UNE Port/Loop Combination Rates (Design)																
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP91		18.26										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP91		23.33										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP91		29.98										
UNE Loop Rate																
	2W VG Loop (SL 1)-Zone 1		1	UEP91	UECS1	12.48										
	2W VG Loop (SL 1)-Zone 2		2	UEP91	UECS1	16.31										
	2W VG Loop (SL 1)-Zone 3		3	UEP91	UECS1	21.32										
	2W VG Loop (SL 2)-Zone 1		1	UEP91	UECS2	16.56										
	2W VG Loop (SL 2)-Zone 2		2	UEP91	UECS2	21.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Loop (SL 2)-Zone 3		3	UEP91	UECS2	28.28										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Ports																
All States (Except NC and SC)																
	2W VG Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex 800 Term)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex from diff SWC) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, & TN Only																
	2W VG Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex 800 Term)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2,3			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port, Diff SWC-2,3-800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
Local Number Portability																
	Local No Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register-Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terms, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Term-VG			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel miage, per mi or fraction of mi			UEP91	M1GBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-diff WC			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion-Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03			
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)																
		Unbundled Misc Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, Tag Design Loop at End Use			UEP91	URETN		11.23	1.10								
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP95		14.18										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP95		18.01										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP95		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP95		18.26										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP95		23.33										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP95		29.98										
	UNE Loop Rate																
		2W VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	12.48										
		2W VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	16.31										
		2W VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	21.32										
		2W VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	16.56										
		2W VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	21.63										
		2W VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	28.28										
	UNE Port Rate																
	All States																
		2W VG Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC 2,3-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2W VG Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC-800 Service Term 2,3			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
	Local Number Portability																
		Local No Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terms, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terms, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Term			UEP95	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel miage, per mi or fraction of mi			UEP95	M1GBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-diff WC			UEP95	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03			
		Additional Non-Recurring Charges (NRC)															
		Unbundled Misc Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
		Unbundled Misc Rate Element, Tag Design Loop at End Use			UEP95	URETN		11.23	1.10								
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP9D		14.18										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9D		18.01										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9D		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9D		18.26										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9D		23.33										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9D		29.98										
		UNE Loop Rate															
		2W VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	12.48										
		2W VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	16.31										
		2W VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	21.32										
		2W VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	16.56										
		2W VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	21.63										
		2W VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	28.28										
		UNE Port Rate															
		ALL STATES															
		2W VG Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/Msg Wtg Lamp Indication)4 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC) 2,3-Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC-800 Service Term 2,3			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2W VG Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-PSET)4			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5009)4			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5209)4			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5112)4			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5312)4			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex /EBS-M5008)4			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5208)4			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5216)4			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/EBS-M5316)4			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC) 2,3			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Port, Diff SWC-800 Service Term 2,3			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability																
		Local No Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terms, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terms, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Term			UEP9D	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel miage, per mi or fraction of mi			UEP9D	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-diff WC			UEP9D	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)																
		Unbundled Misc Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
		Unbundled Misc Rate Element, Tag Design Loop at End Use			UEP9D	URETN		11.23	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP9E		14.18										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9E		18.01										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9E		18.26										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9E		23.33										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9E		29.98										
	UNE Loop Rate																
		2W VG Loop (SL 1)-Zone 1		1	UEP9E	UECS1	12.48										
		2W VG Loop (SL 1)-Zone 2		2	UEP9E	UECS1	16.31										
		2W VG Loop (SL 1)-Zone 3		3	UEP9E	UECS1	21.32										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W VG Loop (SL 2)-Zone 1		1	UEP9E	UECS2	16.56										
		2W VG Loop (SL 2)-Zone 2		2	UEP9E	UECS2	21.63										
		2W VG Loop (SL 2)-Zone 3		3	UEP9E	UECS2	28.28										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2W VG Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC 2,3-800 Service Term-Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, & TN Only																
		2W VG Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC 2,3 -800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
	Local Number Portability																
		Local No Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terms, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terms, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Term			UEP9E	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel miage, per mi or fraction of mi			UEP9E	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-diff WC			UEP9E	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)																
		Unbundled Misc Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
		Unbundled Misc Rate Element, Tag Design Loop at End Use			UEP9E	URETN		11.23	1.10								
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP93		14.18										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP93		18.01										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP93		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP93		18.26										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP93		23.33										
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP93		29.98										
	UNE Loop Rate																
		2W VG Loop (SL 1)-Zone 1		1	UEP93	UECS1	12.48										
		2W VG Loop (SL 1)-Zone 2		2	UEP93	UECS1	16.31										
		2W VG Loop (SL 1)-Zone 3		3	UEP93	UECS1	21.32										
		2W VG Loop (SL 2)-Zone 1		1	UEP93	UECS2	16.56										
		2W VG Loop (SL 2)-Zone 2		2	UEP93	UECS2	21.63										
		2W VG Loop (SL 2)-Zone 3		3	UEP93	UECS2	28.28										
	UNE Port Rate																
	AL, KY, LA, MS, & TN only																
		2W VG Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC-2,3-800 Service Term-Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent-Basic Local			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex 800 Term)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port (Centrex from diff SWC)2,3			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port, Diff SWC-2,3 -800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
	Local Number Portability																
		Local No Portability (1 per port)			UEP93	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	0.00										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register-Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register-Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Trunk Side																
		Trunk Side Terms, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terms, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Term			UEP93	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel miage, per mi or fraction of mi			UEP93	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-diff WC			UEP93	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)																
		Unbundled Misc Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								
		Unbundled Misc Rate Element, Tag Design Loop at End Use			UEP93	URETN		11.23	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
	Note 4 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.8 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.

2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Vo2.

2.14 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.15 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.17 **Local Traffic** is as defined in Section 7 of this Attachment.

2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Vo2.

2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.21 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.22 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.23 **Transit Traffic** is traffic originating on Vo2's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Vo2's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Vo2 owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Vo2 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Vo2 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Vo2's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Vo2 Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by Vo2, BellSouth shall allow Vo2 access to the fusion splice point for the Fiber Meet point for maintenance purposes on Vo2's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Vo2 shall be billed for a mixed use of the Local Channel using the actual traffic Vo2 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and Vo2 shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement**.** For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 Vo2 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Vo2's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Vo2 desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Vo2 has established interconnection trunk groups, Vo2 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, Vo2 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Vo2 has homed (i.e. assigned) its NPA/NXXs. Vo2 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Vo2 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Vo2's NXX access tandem homing arrangement as specified by Vo2 in the LERG.

4.4 Any Vo2 interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Vo2 from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Vo2 to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

4.5 Recurring and NRC rates associated with interconnecting trunk groups between BellSouth and Vo2 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the NRC and recurring rates for dedicated trunks and DS1 facilities. Vo2 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Vo2 is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Vo2's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Vo2 shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, Vo2's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Vo2 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Vo2 and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Vo2 desires to exchange traffic. This trunk group also carries Vo2 originated Transit 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 Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Vo2. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Vo2-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Vo2 End-Users. A two-way trunk group provides Intratandem Access for Vo2's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Vo2 and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Vo2 desires to exchange traffic. This trunk group also carries Vo2 originated Transit 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 Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Vo2. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Vo2 and BellSouth. In addition, a separate two-way transit trunk group must be established for Vo2's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Vo2 and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Vo2 desires to exchange traffic. This trunk group also carries Vo2 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Vo2. However, where Vo2 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Vo2's Transit Traffic are exchanged on a single two-way trunk group between Vo2 and BellSouth to provide Intratandem Access to Vo2. This trunk group carries Transit Traffic between Vo2 and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Vo2 desires to exchange traffic. This trunk group also carries Vo2 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Vo2. However, where Vo2 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 Where Vo2 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Vo2 may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Vo2 must establish an

interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Vo2's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Vo2 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Vo2 NXXs are homed as described in Section 4.2.1 above. If Vo2 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Vo2 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Vo2's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End Users served through those BellSouth access tandems where Vo2 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Vo2 may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Vo2 will be delivered to and from IXCs based on Vo2's NXX access tandem homing arrangement as specified by Vo2 in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent Vo2 does not purchase MTA in a LATA served by multiple access tandems, Vo2 must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Vo2 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Vo2 shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows Vo2 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Vo2-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Vo2 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Vo2 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Vo2 may

deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Vo2 does not choose to establish an interconnection trunk group(s). It is Vo2's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Vo2's codes. Likewise, Vo2 shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Vo2 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Vo2 has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 GSST).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Vo2 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 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 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 Vo2 and BellSouth.

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Vo2's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only

be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Vo2 to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If Vo2 chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Vo2 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 Vo2 may choose to perform its own Toll Free database queries from its switch. In such cases, Vo2 will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Vo2 will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Vo2 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Vo2 shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Vo2 will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Vo2's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which Vo2 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Vo2 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Vo2 switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. BellSouth and Vo2 will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Vo2 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

5.7.1 Within six (6) months after execution of this Agreement, Vo2 shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Vo2's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Vo2-to-BellSouth one-way trunks (Vo2 Trunks), BellSouth-to-Vo2 one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Vo2 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.7.2 Once initial interconnection trunk forecasts have been developed, Vo2 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Vo2 shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Vo2 shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that

the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and Vo2 shall refund to BellSouth the associated NRC and recurring trunk and facility charges paid by BellSouth, if any.

5.8.1.1 BellSouth's CISC will notify Vo2 of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Vo2 interface. Vo2 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Vo2 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Vo2 to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Vo2. The due date of these orders will be four weeks after Vo2 was first notified in writing of the underutilization of the trunk groups.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

5.8.3 For the two-way trunk groups, BellSouth and Vo2 shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Vo2 shall refund to BellSouth the associated NRC and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3.1 BellSouth's LISC will notify Vo2 of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Vo2 interface.

Vo2 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Vo2 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Vo2 to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Vo2 will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Vo2 was first notified in writing of the underutilization of the trunk groups.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

6.1 BellSouth and Vo2 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Vo2 agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Vo2 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Vo2 further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Vo2 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.

7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.

7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed IXC or if one Party's End User uses the other Party as an IXC on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.8 If Vo2 assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Vo2 End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Vo2 customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Vo2 agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Vo2 at BellSouth's switched access tariff rates.

7.2 If Vo2 does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Vo2 NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Vo2 can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use**. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2 **Percent Local Facility**. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage**. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to Vo2. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional

reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Vo2 shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Vo2 will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Vo2 requires interconnection from Vo2 to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Vo2 shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Vo2 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth End User chooses Vo2 as their presubscribed IXC, or if the BellSouth End User uses Vo2 as an IXC on a 101XXXX basis, BellSouth will charge Vo2 the appropriate BellSouth tariff charges for originating switched access services.

7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

7.5.4 When Vo2's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Vo2 as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

7.5.4.1 When Vo2's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Vo2, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.5.9 Vo2 agrees not to deliver switched access traffic to BellSouth for termination except over Vo2 ordered switched access trunks and facilities.

7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for Vo2's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Vo2 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Vo2 and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Vo2 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for

any compensation to the terminating carrier or to Vo2. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Vo2 shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Vo2's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Vo2 is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Vo2 and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.

8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Vo2 have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that CO for purposes of routing packet traffic.

8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).

8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).

8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Vo2 may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Vo2 that it has found that this method does not adequately represent the PLCU.

8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Vo2 will pay, the total NRC and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Vo2 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Vo2's PLCU.

8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Vo2 will pay, the total NRC and recurring charges for the NNI port. Vo2 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed NRC and recurring charges for the NNI port by Vo2's PLCU.

8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

8.8 For the PVC segment between the Vo2 and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

8.9 Compensation for PVC rate elements will be calculated as follows:

8.9.1 If Vo2 orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Vo2 Frame Relay switch, BellSouth will invoice, and Vo2 will pay, the total NRC and recurring PVC charges for the PVC segment between the BellSouth and Vo2 Frame Relay switches. If the VC is a Local VC, Vo2 will then invoice and BellSouth will pay, the total NRC and recurring PVC charges billed for that

segment. If the VC is not local, no compensation will be paid to Vo2 for the PVC segment.

8.9.2 If BellSouth orders a Local VC connection between a Vo2 subscriber's PVC segment and a PVC segment from the Vo2 Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Vo2 will pay, the total NRC and recurring PVC and CIR charges for the PVC segment between the BellSouth and Vo2 Frame Relay switches. If the VC is a Local VC, Vo2 will then invoice and BellSouth will pay the total NRC and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Vo2 for the PVC segment.

8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.9.4 If Vo2 requests a change, BellSouth will invoice and Vo2 will pay a Feature Change charge for each affected PVC segment.

8.9.4.1 If BellSouth requests a change to a Local VC, Vo2 will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 Vo2 will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

10 BASIC 911 AND E911 INTERCONNECTION

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Vo2 a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Vo2 will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Vo2 will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, Vo2 will be required to begin using E911 procedures.

10.3 E911 Interconnection. Vo2 shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Vo2 will be required to provide BellSouth daily updates to the E911 database. Vo2 will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Vo2 will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Vo2 shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Rates. BellSouth will impose applicable charges on Vo2 for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition Vo2 will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

Basic Architecture

Exhibit B

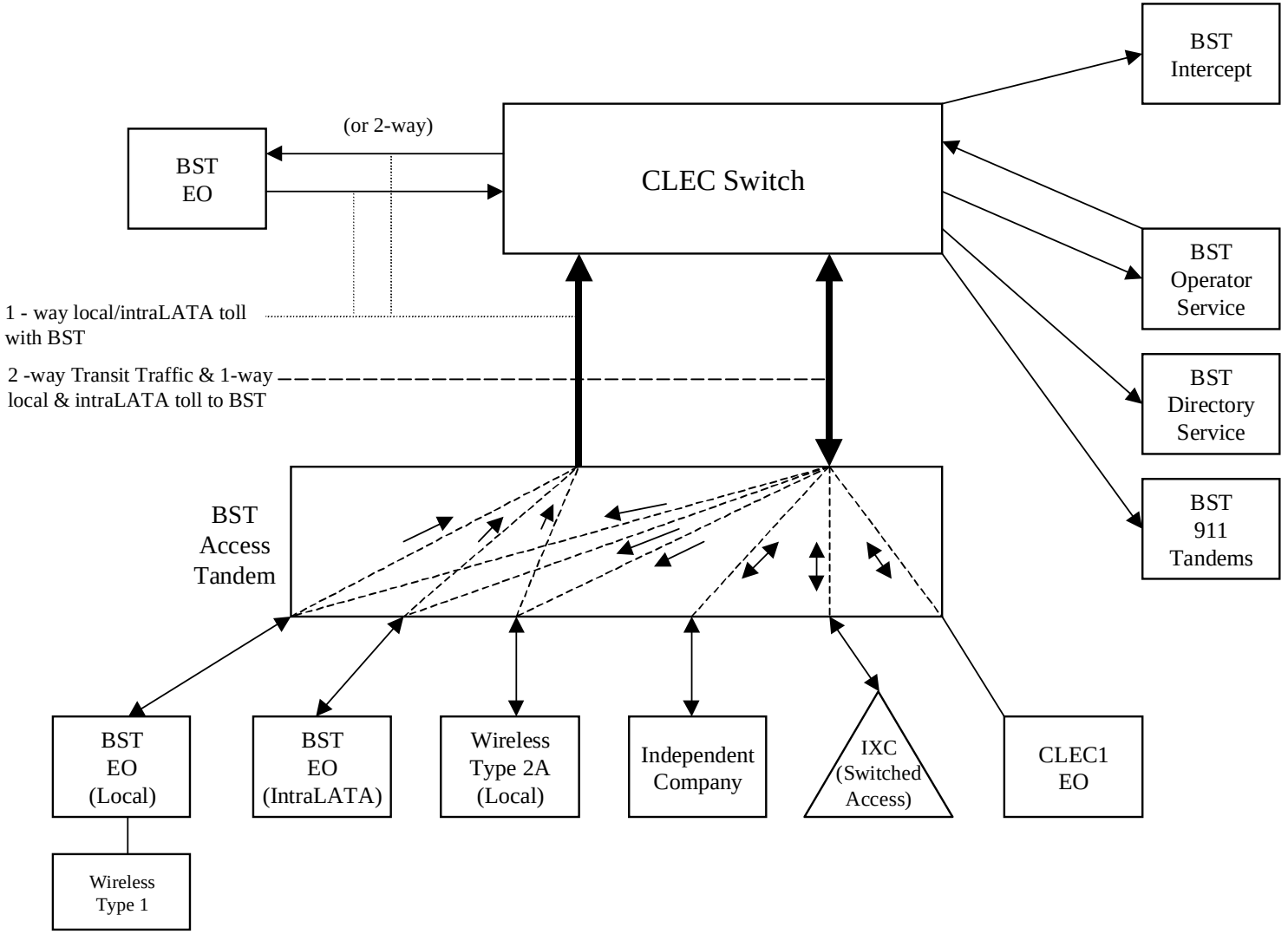
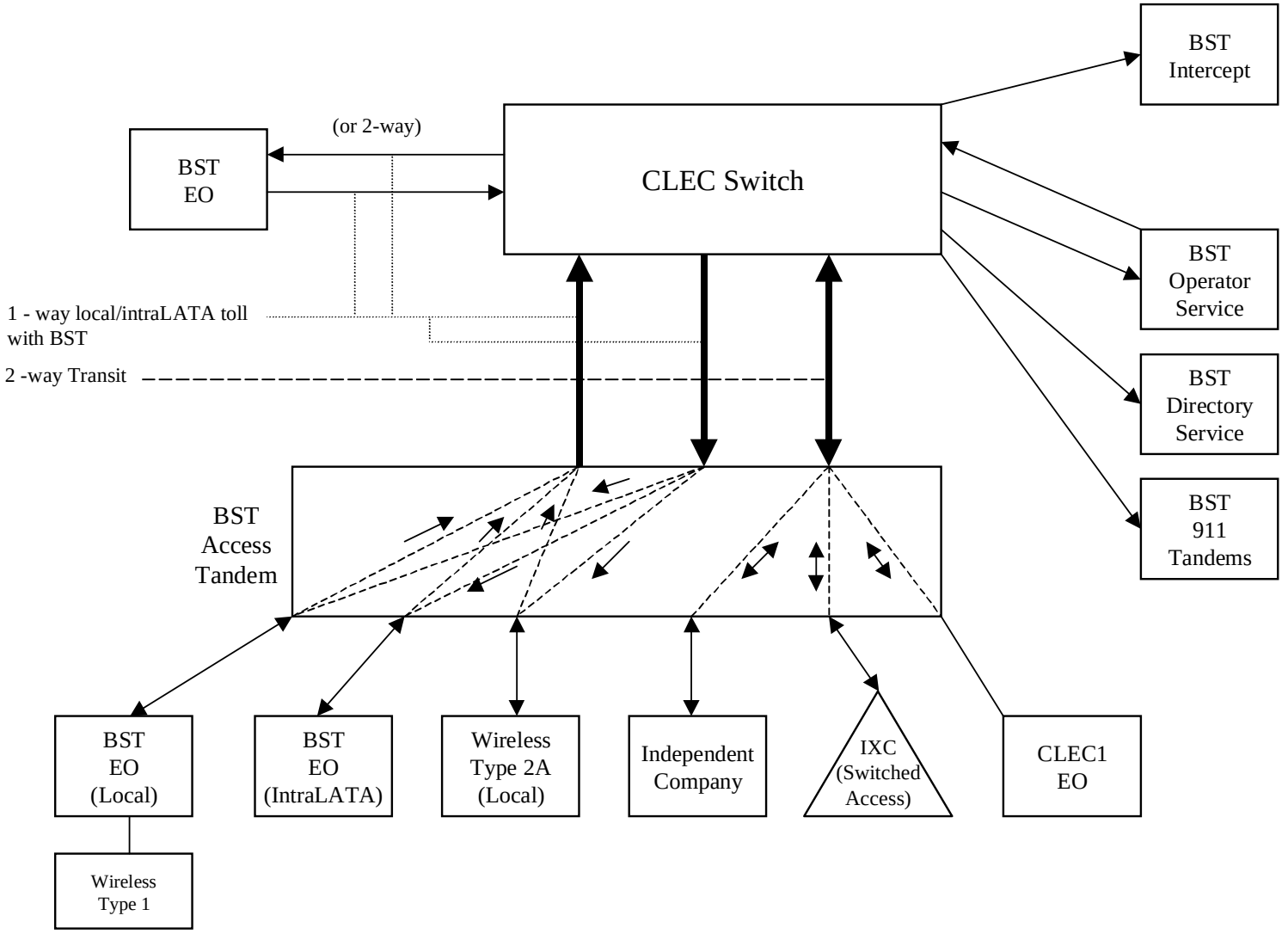


Exhibit C

One-Way Architecture



Two-Way Architecture

Exhibit D

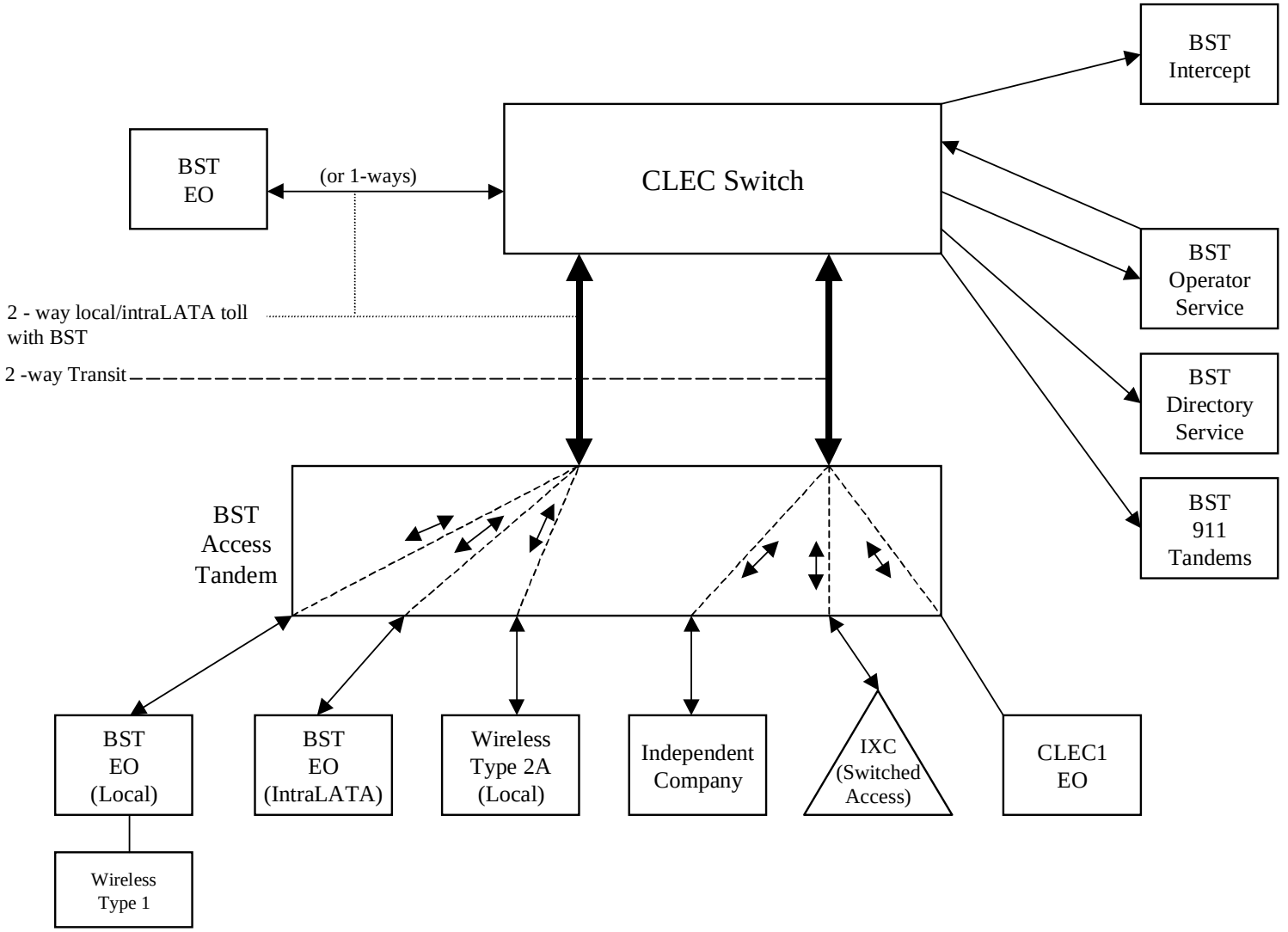
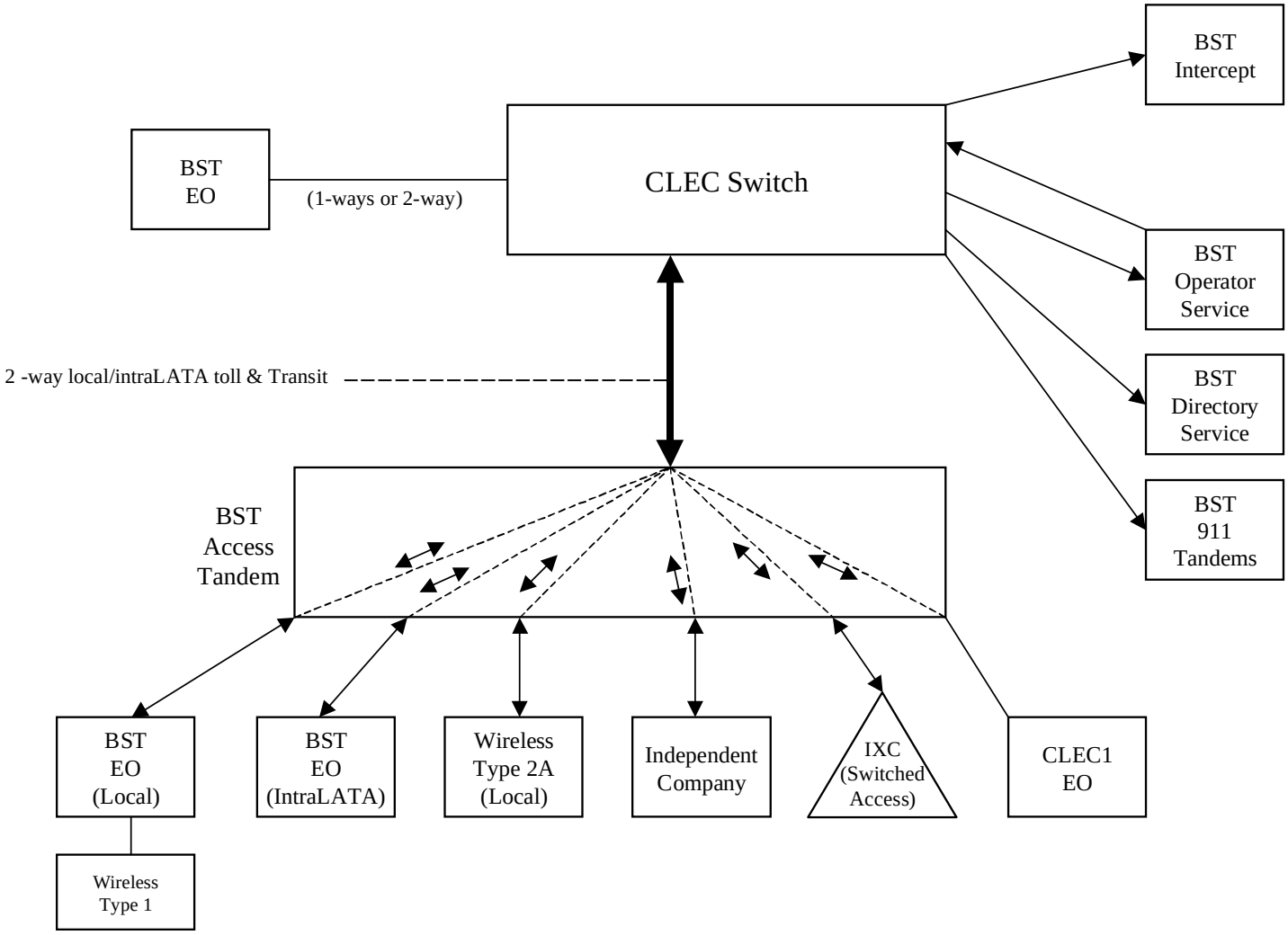


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0009778bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP6X		21.59	8.09								
		Installation Trunk Side Service-per DS0			OHD	TPP9X		21.59	8.09								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	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																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per Mile, Per MOU			OHD		0.0000064bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHM	1L5NF	0.0174										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHM	1L5NK	0.0174										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHM	1L5NK	0.0174										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1, OH1MS	1L5NL	0.3562										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo			OH3, OH3MS	1L5NM	2.34										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
		Local Channel-Dedicated-4W VG per mo			OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	17.58	6.07	4.66								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Vo2 is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices CO) and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy. BellSouth shall offer to Vo2 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Vo2 to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Vo2 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.1.1 The size specified by Vo2 may contemplate a request for space sufficient to accommodate Vo2's growth within a twenty-four (24) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate Vo2's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Vo2's cost or materially delay Vo2's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Vo2 wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by Vo2 and other collocated telecommunications carriers in BellSouth's Premises. Vo2 will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from Vo2 any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year planning period. This term (efficiently used) shall mean that substantially all of the floor space is taken up by Vo2's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house Vo2's equipment and/or facilities for collocation purposes. Vo2 will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to Vo2 of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

1.5 Use of Space. Vo2 shall use the Collocation Space for the purpose of installing, maintaining and operating Vo2's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's UNEs for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Vo2 may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. Vo2 agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.7 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.

1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Upon request from Vo2 and at Vo2's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of

Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Vo2.

2.1.1 The request from Vo2 for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and CLLI code of the BellSouth Premises. CLLI code information is located in the NECA Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the requests are for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Vo2 and inform Vo2 of the timeframe under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Vo2 to collocate Vo2's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Vo2 to have direct access to Vo2's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Vo2's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Vo2 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At Vo2's expense, Vo2 will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's, Vo2 and Vo2's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Vo2's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate

with Vo2 and provide, at Vo2's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Vo2's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Vo2's BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Vo2's BellSouth Certified Supplier. Vo2 must provide the local BellSouth CO Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Vo2's locked enclosure prior to notifying Vo2 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Vo2.

3.2.1 BellSouth may elect to review Vo2's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Vo2 of its desire to execute this review in BellSouth's response to the Initial Application, if Vo2 has indicated its desire to construct its own enclosure. If Vo2's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Vo2's plans and specifications. Regardless of whether or not BellSouth elects to review Vo2's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Vo2's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Vo2. BellSouth shall require Vo2 to remove or correct within seven (7) calendar days, at Vo2's expense, any structure that does not meet Vo2's plans and specifications or BellSouth's Specifications, as applicable.

3.3 Shared Caged Collocation. Vo2 may allow other telecommunications carriers to share Vo2's caged collocation arrangement, pursuant to the terms and conditions agreed to by Vo2 (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Vo2. BellSouth shall be notified in writing by Vo2 upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Vo2 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Vo2. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and Vo2.

3.3.1 Vo2, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment. Vo2 is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Vo2 with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, Vo2 shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to UNEs. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 Vo2 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Vo2's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be procured by Vo2 or constructed by the Vo2's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, Vo2 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 If Vo2 requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Vo2 must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's, Vo2 and Vo2's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Vo2's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Vo2's BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Vo2's BellSouth Certified Supplier. Vo2 must provide the local BellSouth CO Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Vo2's locked enclosure prior to

notifying Vo2 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.2 Vo2 must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review Vo2's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Vo2's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Vo2 for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Vo2's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Vo2. BellSouth shall require Vo2 to remove or correct within seven (7) calendar days, at Vo2's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

3.4.3 Vo2 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Vo2's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement.

3.5 Direct Connect. BellSouth will permit Vo2 to directly interconnect between its own virtual/physical Collocation Space within the same CO by utilizing a Direct Connect. Vo2 shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Vo2. Vo2-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, and a NRC charge per cable, of the actual common cable support structure used by Vo2 to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where Vo2's virtual/physical Collocation Space is contiguous in the CO, Vo2 will have the option of using Vo2's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Vo2 will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. Vo2 may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Vo2 is responsible for ensuring the integrity of the signal.

3.5.1 To place an order for Direct Connects, Vo2 must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the

placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response to Vo2.

3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Vo2 to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises. Both Vo2's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. Vo2 is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 Vo2 must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Vo2. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Vo2 shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The Vo2-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by Vo2 to provision the CCXC to the other collocated telecommunications carrier. In those instances where Vo2's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Vo2 may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Vo2 shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Vo2 shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX. Vo2 is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, Vo2 must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this NRC fee on the date that it provides an Application Response to Vo2.