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guy.hicks@bellsouth.com

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August 6, 2004

Guy M. Hicks
General Counsel615 214 6301
Fax 615 214 7406**VIA HAND DELIVERY**Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement, together with the Amendments,
Negotiated by BellSouth Telecommunications, Inc. and Talk America, Inc
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00238

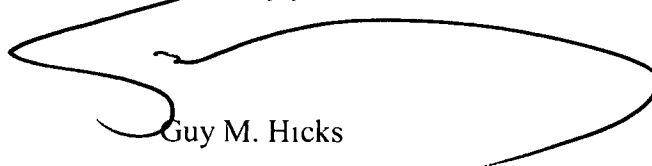
Dear Chairman Miller:

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement and Amendments thereto between BellSouth Telecommunications, Inc. and Talk America, Inc. The first Amendment dated August 5, 2002 replaces unbundled RDF rates, the second Amendment dated September 20, 2002 adds new USOCs to Attachment 2, Exhibit B and the third Amendment dated May 6, 2004 adds Melded Tandem Switching to the Agreement.

At the time Talk America signed the Interconnection Agreement in 2002 it was not certificated in Tennessee and the Agreement could not be filed with the Tennessee Regulatory Authority ("TRA"). Talk America has now been certificated in Tennessee and the parties are submitting the Agreement and the Amendments thereto for approval by the TRA.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

GMH/dt

Enclosure

cc: Talk America, Senior Vice President, Operations
Talk America, General Counsel

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc and Talk America, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE INTERCONNECTION
AGREEMENT AND AMENDMENT THERETO
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TALK AMERICA, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Talk America, Inc. ("Talk America") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated June 12, 2002, together with the Amendments to the Interconnection Agreement dated August 5, 2002; September 20, 2002 and May 6, 2004 (sometimes collectively referred to as 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, Talk America and BellSouth state the following:

1 Talk America, Inc. and BellSouth have successfully 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 Talk America, Inc. The parties have also recently negotiated amendments to the Interconnection Agreement. The first Amendment dated August 5, 2002 replaces unbundled RDF rates, the second Amendment dated September 20, 2002 adds new USOCs to Attachment 2, Exhibit B and the third Amendment dated May 6, 2004 adds Melded Tandem Switching to the Agreement. A copy of the Agreement and the Amendments are attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Talk America 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 Talk America 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. Talk America 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.

Talk America and BellSouth respectfully request that the TRA approve the Agreement, including the Amendments, negotiated between the parties.

This 6th day of August, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

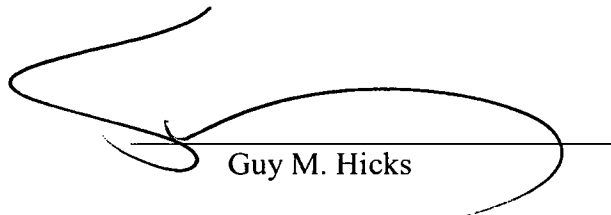
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 this 6th day of August, 2004:

Talk America
Senior Vice President, Operations
12020 Sunrise Valley Drive
Suite 250
Reston, VA 20191

Talk America
General Counsel
6805 Route 202
New Hope, PA 18938



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Talk America

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BELLSOUTH® / CLEC Agreement

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By and Between

BellSouth Telecommunications, Inc.

And

**The Other Phone Company, Inc. d/b/a Access One
Communications**

The Other Phone Company, Inc. d/b/a Talk America, Inc.
(NOT in Florida)

and

Talk America Inc.

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and The Other Phone Company, Inc. d/b/a Access One Communications, a Florida corporation, The Other Phone Company, Inc. d/b/a Talk America Inc., (NOT in Florida) a Florida corporation and Talk America Inc., a Pennsylvania corporation (collectively referred to as “Talk America”), and shall be deemed effective 30 days after the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or Talk America or both as a “Party” or “Parties”.

WITNESSETH

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, Talk America is a CLEC authorized to provide telecommunications services in one or more of the following states: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Talk America wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and 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 Talk America 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 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.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication 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 Talk America has provided to BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky.
- 1.2 BellSouth will file this Agreement with the appropriate commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the

Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, shall be retroactive to the day following the expiration date of this Agreement.

2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Talk America 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, and the terms of such Subsequent Agreement shall be retroactive to the day following the expiration date of this Agreement.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) Talk America either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

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

4. Parity

4.1 When Talk America purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to End Users, BellSouth shall provide said services so that the services are 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. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Talk America shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The provisioning intervals for Network Elements shall

be at least equal to, but no longer than, those that BellSouth provides to itself. BellSouth shall make available Network Elements to Talk America on the same terms and conditions as BellSouth provides to its affiliates, subsidiaries, End Users and any other carriers. The quality of the interconnection between the networks of BellSouth and the network of Talk America 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 Talk America.

5. White Pages Listings

5.1 BellSouth shall provide Talk America and their customers access to white pages directory listings in the same manner BellSouth provides such listings to its own end users, and consistent with the following terms:

5.2 Listings. Talk America shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Talk America residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Talk America and BellSouth subscribers.

5.2.1 Rates. So long as Talk America provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Talk America one (1) primary White Pages listing per Talk America subscriber at no charge other than applicable service order charges as set forth in Section A4 of the BellSouth General Subscriber Services Tariffs. These service order charges are applicable for resale services only. These service order charges are in addition to the OSS charges which are applicable for all services.

5.3 Procedures for Submitting Talk America Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

5.3.1 Notwithstanding any provision(s) to the contrary, Talk America shall provide to BellSouth, and BellSouth shall accept, Talk America's Subscriber Listing Information (SLI) relating to Talk America's customers in the geographic area(s) covered by this Interconnection Agreement. Talk America authorizes BellSouth to release all such Talk America SLI provided to BellSouth by Talk America to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Talk America SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released

pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to Talk America for BellSouth's receipt of Talk America 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 Talk America's SLI, or costs on an ongoing basis to administer the release of Talk America SLI, Talk America shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Talk America under this Agreement. Talk America 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 Talk America listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Talk America any complaints received by BellSouth relating to the accuracy or quality of Talk America listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Talk America will be required to provide to BellSouth the names, addresses and telephone numbers of all Talk America customers that wish to be omitted from directories.
- 5.5 Inclusion of Talk America Customers in Directory Assistance Database. BellSouth will include and maintain Talk America subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Talk America shall provide such Directory Assistance listings at no recurring charge. Changes to subscriber listing information may be subject to non recurring charges as set forth in Section 5.2.1. BellSouth will update the Directory Assistance database with the same timeliness as for its retail end users. BellSouth and Talk America will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Talk America's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Talk America's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories and such information shall not be used for other purposes.

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

5.7.1 Enhanced Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for Talk America for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to Talk America for its Customers at the applicable wholesale discount set forth in Attachment 1.

5.8 Directories. BellSouth or its agent shall make available White Pages directories and Yellow Pages directories to Talk America subscribers at no charge and in the same manner as BellSouth provides directories to its own end users or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

6.1 BellSouth shall, upon request of Talk America, provide to Talk America access to its network elements at any technically feasible point for the provision of Talk America's telecommunications service where such access is necessary and failure to provide access would impair the ability of Talk America to provide services that it seeks to offer. Any request by Talk America for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 11 to this Agreement.

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

6.3 Upon request, a service or product requested by another carrier through the BFR/NBR process shall be available pursuant to an amendment to Talk America on the same rates, terms and conditions as set forth in the other carrier's amendment for such service or product.

7. Local Dialing Parity

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. Talk America End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, Talk America End Users shall experience at least the same service

quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

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

- 8.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Talk America, 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 Talk America 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 Talk America end users for the same length of time it maintains such information for its own end users.
- 8.2 Subpoenas Directed to Talk America. Where BellSouth is providing to Talk America telecommunications services for resale or providing to Talk America the local switching function, then Talk America agrees that in those cases where Talk America receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Talk America end users, and where Talk America does not have the requested information, Talk America will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.
- 8.3 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.

9. Liability and Indemnification

- 9.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Talk America revenues.
- 9.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Talk America shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.
- 9.3 Limitation of Liability.
- 9.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Talk America, any Talk America customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and

subject to the provisions of the remainder of this Part A, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Talk America pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, Talk America's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Talk America, any Talk America customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by Talk America resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Likewise, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of Talk America and claims for damages by BellSouth resulting from the failure of Talk America to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

- 9.3.2 Limitations in Tariffs. Subject to the provisions of 9.3.1, a Party may, in its sole discretion, provide in its tariffs and contracts with its Customer 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 Customer 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.
- 9.3.3 Neither BellSouth nor Talk America shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 9.3.4 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.

9.4 Indemnification for Certain Claims. BellSouth and Talk America providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement; provided that in the event of a claim arising under this Section 9.4(2), to the extent any claim, loss or damage is caused by the gross negligence or willful misconduct of the providing party, the receiving Party shall have no obligation to indemnify, defend or hold harmless the providing Party hereunder, subject to the other terms of this Section 9.

9.5 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.

9.6 Talk America and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Talk America is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, Talk America may use BellSouth's name (1) in response to inquiries of customers or potential customers regarding the

source of the underlying service or the identity of repair or service technicians under this Agreement, and (2) Talk America may use the BellSouth name in comparative advertising so long as the reference is truthful and factual, does not relate to the source of the underlying service and does not imply any agency relationship, partnership, endorsement, sponsorship or affiliation by or with BellSouth.

- 10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 10.3 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 9 preceding.
- 10.4 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:
- 10.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 10.4.2 obtain a license sufficient to allow such use to continue.
- 10.4.3 In the event 10.4.1 or 10.4.2 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.
- 10.5 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.

10.6 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.

10.7 Dispute Resolution. Any claim arising under this Section 10 shall be excluded from the dispute resolution procedures set forth in Section 13 and shall be brought in a court of competent jurisdiction.

11. Proprietary and Confidential Information

11.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Talk America, 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. This proprietary and confidential information also includes, but is not limited to all orders for Services and Network Elements placed by either Party, and information that would constitute customer proprietary network information and recorded usage data, whether disclosed by the Discloser or otherwise acquired by the Recipient in the course of the performance of this Agreement. (This proprietary and confidential information is collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Notwithstanding the foregoing, the Parties agree that all orders for Services and Network Elements and information that would constitute customer proprietary network information and recorded usage data is proprietary and confidential information and as such no confidential or proprietary legend is required. 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. All information provided to Recipient by Discloser shall be treated as proprietary and confidential.

11.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect

Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. Unless otherwise agreed, Recipient shall not permit employees or agents of Recipient with end user marketing, product development, or any other non-Discloser purpose, to have access to Information under any circumstances, and in no event shall the Information be used to create a lead or other information base for a “winback” sales program. “Authorized Representatives” are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient’s and its Affiliates’ consultants, contractors, counsel and agents.

- 11.3 Exceptions. Discloser’s Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 11.4 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser’s request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed according to Discloser’s request, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 11.5 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 Federal Communications Commission 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, provided Recipient simultaneously notifies the other Party and provides the other Party with a copy of the information.

- 11.6 Recipient agrees not to publish or use the Information for any advertising, sales 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.
- 11.7 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 11.8 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 11.9 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 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.
- 11.10 Assignments
- 11.10.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Such consent will not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder 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 Talk America, 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.

12. Escalation Procedures

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

13. Resolution of Disputes

13.1 Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement, and upon the written request of either Party, each of the Parties shall appoint within ten (10) calendar days after a Party’s receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after a Party’s request is made for appointment of designated representatives as set forth above, either Party may seek relief from the appropriate state regulatory agency of any Dispute upon which the Parties hereto are unable to reach agreement or may seek such other relief to which it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pendency of a Dispute to disrupt service to any Talk America or BellSouth End User, unless such service is damaging or interfering with customer services or network operations.

13.2 The Parties agree that this Section does not prevent either Party from seeking temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with the Dispute Resolution provisions.

14. Taxes

14.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other

taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

14.2.1 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.

14.2.2 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.

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

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.4 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.

- 14.3.5 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.
- 14.3.6 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.
- 14.3.7 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.
- 14.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 14.4.1 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.
- 14.4.2 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.
- 14.4.3 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.
- 14.4.4 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.

- 14.4.5 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.
- 14.4.6 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 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.
- 14.4.7 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.
- 14.5 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.

15. Network Maintenance and Management

- 15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users.
- 15.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other telecommunications carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 15.4 BellSouth agrees to provide Talk America prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as

such upgrades are not inconsistent with BellSouth's obligations to Talk America under the terms of this Agreement.

16. Force Majeure

- 16.1 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, acts of terrorism, 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 Customer, 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.

17. Adoption of Agreements

- 17.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Talk America any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 in that respective state. 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 rates, terms and conditions adopted by the Parties shall be effective as of the date the Agreement is amended. 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 which was adopted.

18. Modification of Agreement

- 18.1 If Talk America 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 Talk America to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 18.2 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.

18.3 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 Talk America or BellSouth to perform any material terms of this Agreement, Talk America or BellSouth may, on fifteen (15) 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 forty-five (45) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement. In the event that the Parties reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amendment consistent with the effective date specified in the action or, if the action is silent, then as negotiated between the Parties on a case by case basis.

18.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

19. Non-waiver of Legal Rights

19.1 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Act 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).

20. Indivisibility

20.1 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 (or space pursuant to Adjacent Arrangement) 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 (or space pursuant to Adjacent Arrangement) if the covenants and promises of the other Party with respect to the other services provided for 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 recoupable against other payment obligations under this Agreement.

21. Waivers

- 21.1 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.

22. Governing Law

- 22.1 To the extent any provisions of this Agreement are subject to the jurisdiction of the FCC, applicable federal rules and regulations shall govern those provisions. To the extent any provisions of this Agreement are subject to the jurisdiction of the state Commission, applicable Commission rules and regulations shall govern those provisions. All other provisions of 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.

23. Arm's Length Negotiations

- 23.1 This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

24. Notices

- 24.1 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.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Talk America

Senior Vice President, Operations
12020 Sunrise Valley Drive
Suite 250
Reston, VA 20191

and

General Counsel
6805 Route 202
New Hope, PA 18938

and

Director, Carrier Relations
12001 Science Drive, Suite 130
Orlando, FL 32826

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

24.2 Where specifically required, notices shall be by certified or registered mail. 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.

24.3 Notwithstanding the foregoing, BellSouth shall provide Talk America 45-day advance notice, to the extent that BellSouth is afforded 45 days notice from the Commission, via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. To the extent that revisions occur between the time BellSouth notifies Talk America of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Talk America of such revisions consistent with its internal notification process. Talk America may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Talk America may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

25. Rule of Construction

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

26. Headings of No Force or Effect

- 26.1 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.

27. Multiple Counterparts

- 27.1 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.

28. Implementation of Agreement

- 28.1 If Talk America is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets.

29. Filing of Agreement

- 29.1 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, Talk America shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Talk America. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Talk America is duly certified as a local exchange carrier in such state, except as otherwise required by a state Commission.

30. Compliance with Applicable Law

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

31. Necessary Approvals

- 31.1 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.

32. Good Faith Performance

- 32.1 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.

33. Nonexclusive Dealings

- 33.1 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 Talk America as a requesting carrier under the Act).

34. Rate True-Up

- 34.1 This section applies to Local Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement.
- 34.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 34.3 The interim prices 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 which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices 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 agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 13 of the General Terms and Conditions and Attachment 1 of this Agreement.
- 34.4 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 13 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting

Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.

- 34.5 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 Talk America specifically or upon all carriers generally, such as a generic cost proceeding.

35. Survival

- 35.1 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.

36. Establishment of Service

In accordance with FCC Slamming Liability Rules, BellSouth will reestablish service with the appropriate local service provider and will assess Talk America as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff.

37. Entire Agreement

- 37.1 This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior interconnection agreements between the Parties relating to the subject matter contained herein 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. 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.

- 37.2 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 and Provisioning, Maintenance and Repair
Billing and Billing Accuracy Certification
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

Talk America shall be permitted, at its discretion, to configure these services with respect to any manner necessary to provide telephone exchange or exchange access service to Talk America End Users.

- 37.3 **The following services are included as options for purchase by Talk America. Talk America may elect to purchase said services by written request to its Account 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

38. Relationship of Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

39. Third Party Beneficiaries

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

40. Cooperation on Preventing End User Fraud

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

41. Independent Contractors

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the

limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

42. Subcontracting

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

43. Customer Inquiries and Disparagement

- 43.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 43.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 43.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.
- 43.3 Neither Party shall disparage the other Party when speaking with a customer or potential customer.

44. Labor Relations

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

45. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA to the extent applicable. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

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

BellSouth Telecommunications, Inc.

The Other Phone Company, Inc.

d/b/a Access One Communications

The Other Phone Company, Inc.

d/b/a Talk America Inc. (NOT in Florida)

Talk America Inc.

Signature on File
Signature

Signature on File
Signature

C. W. Boltz
Name

Aloysius T. Laun IV
Name

Managing Director
Title

EVP – General Counsel
Title

5-13-02
Date

5-10-02
Date

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to Talk America 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 Talk America for the purposes of resale to Talk America'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. Subject to the exclusions and limitations set forth in Exhibit A to this Agreement, if BellSouth provide telecommunications services at retail to subscribers who are not telecommunications carriers in a manner other than by tariff, then, subject to effective and applicable FCC and Commission rules and orders, these services shall also be available to Talk America at the retail offered rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

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

- 2.7 RESALE means an activity wherein a certificated CLEC, such as Talk America, 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 Talk America for resale those telecommunications services BellSouth provides at retail to subscribers who are not telecommunications carriers.
- 3.1.1 When Talk America 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 Talk America provides its own operator services and directory services, the discount shall be 21.56%. Talk America must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- 3.2 Talk America may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 Talk America must resell services to other End Users.
- 3.2.2 Talk America must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant this Agreement.
- 3.2.3 Talk America cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 Talk America 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 Talk America for said services.
- 3.4 Talk America 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 Talk America. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Talk America. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of Talk America or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.
- 3.5.2 Talk America will refrain from contacting subscribers for winback purposes that Talk America knows have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from Talk America to BellSouth until such time that the order for service has been completed. BellSouth will refrain from contacting subscribers for winback purposes who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth to Talk America 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 For the purpose of the resale of BellSouth's telecommunications services by Talk America, BellSouth will provide Talk America with on line access for reservation to telephone numbers on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Talk America acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, BellSouth may request that Talk America cancel its reservations of numbers. Talk America shall reasonably comply with such request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 Further, upon Talk America's request, and for the purpose of the resale of BellSouth's telecommunications services by Talk America, BellSouth will reserve

up to 100 telephone numbers per CLLIC, for Talk America's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Talk America acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Talk America's reasonable need in that particular CLLIC. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.

- 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, upon prior notice to Talk America where practicable, if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service, upon notice to Talk America of the grounds, when it has grounds to believe that service will be used in violation of the law.
- 3.13 If Talk America 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, Talk America 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 Talk America remain the property of BellSouth.
- 3.15 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in Customer Records Information System (CRIS) and Regional Street Address Guide (RSAG). In addition, Talk America shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth Talk America shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Talk America and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.16 Operational Support Systems (OSS)

- 3.16.1 BellSouth has developed and made available the following mechanized systems by which Talk America may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). To the extent required by FCC rules, BellSouth shall make available to Talk America for purchase any additional mechanized OSS interfaces that are introduced by BellSouth. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge. Talk America shall only be charged for LSRs submitted by or on behalf of Talk America.
- 3.16.3 Denial/Restoral OSS Charge. In the event Talk America 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. Talk America will incur an OSS charge for an accepted LSR that is later canceled.
- 3.16.5 No manual ordering charges shall apply to local service requests submitted by Talk America when BellSouth's existing electronic interfaces normally utilized by Talk America are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth.
- 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")
 - Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI")

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

- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for Talk America per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 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.
- 3.21 In the event Talk America acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Talk America that Special Assembly at the wholesale discount at Talk America's option. Talk America shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 BellSouth shall provide 911/E911 for Talk America customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Talk America customer information to the Public Safety Answering Point (PSAP). BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Talk America customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and Talk America 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.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to Talk America, and Talk America shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 3.25 Orders to switch services "as is" shall be treated as a change of service and shall not be treated as a disconnection and subsequent reconnection of service.
- 3.26 BellSouth shall provide Talk America notification of disconnects, updated and delivered once daily, via web posting.

4. BellSouth's Provision of Services to Talk America

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

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Talk America to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Talk America 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 Talk America 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 and the terms of this Agreement, 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. Specific features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 Talk America may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If Talk America cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.
- 4.6 Talk America reserves the right to order Resale services and/or UNE services to provide End User service to a single End User location. BellSouth shall not restrict Talk America from making such combinations.

5. Maintenance of Services

- 5.1 Talk America will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Talk America 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.
- 5.4 Talk America accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Talk America will be BellSouth's single point of contact for all repair calls on behalf of Talk America's End Users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Talk America will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Talk America shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Talk America 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.
- 5.9 BellSouth reserves the right to contact Talk America's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Talk America will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Talk America's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Attachment 7, BellSouth will begin taking orders for the resale of service. The Parties acknowledge that Talk America has met these obligations.
- 6.1.2 Service orders will be in a standard format designated by BellSouth.
- 6.1.3 Talk America shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Talk America 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 Talk America's End User customer.

- 6.1.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from Talk America to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Talk America to such other CLEC. Upon completion of the conversion BellSouth will notify Talk America that such conversion has been completed within five (5) days of service order completion.

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 Talk America's End User on behalf of, and at the request of, Talk America. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Talk America.
- 7.1.2 At the request of Talk America, BellSouth will disconnect a Talk America End User customer in the same manner it processes disconnects for BellSouth's own End Users.
- 7.1.3 All requests by Talk America for denial or disconnection of an End User for nonpayment must be in writing or other electronic means.
- 7.1.4 Talk America 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 Talk America 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 Talk America and/or the End User against any claim, loss or damage arising from providing this information to Talk America. It is the responsibility of Talk America 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. Line Information Database (LIDB)

- 8.1 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.
- 8.2 BellSouth will provide LIDB Storage upon written request to Talk America's Account Manager stating a requested activation date.

9. RAO Hosting

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

10. Optional Daily Usage File (ODUF)

10.1 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 Attachment 7 of this Agreement.

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

11. Enhanced Optional Daily Usage File (EODUF)

11.1 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 Attachment 7 of this Agreement.

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

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:																	
	(a) the stated tariff rate, less the wholesale discount;																	
	(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

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

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which 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 Talk America.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Talk America.

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

in BellSouth's LIDB. Talk America 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 Talk America, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to Talk America's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is 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 Talk America has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

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

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Talk America of fraud alerts so that Talk America 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 Talk America pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Talk America for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

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

- (1) Talk America will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Talk America's End User accounts which are resident in LIDB pursuant to this Agreement. Talk America authorizes BellSouth to place such charges on Talk America's bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) Talk America shall have the responsibility to render a billing statement to its End Users for these charges, but Talk America shall pay BellSouth for the charges billed regardless of whether Talk America collects from Talk America's End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between Talk America and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Talk America. It shall be the responsibility of Talk America and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

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

include calling card numbers assigned by Talk America in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. Talk America will not be charged a fee for storage services provided by BellSouth to Talk America, 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 Talk America 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 Talk America, BellSouth will provide the Optional Daily Usage File (ODUF) service to Talk America pursuant to the terms and conditions set forth in this section.
2. Talk America shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Talk America customer.

Charges for delivery of the Optional Daily Usage File will appear on Talk America's monthly bills. The charges are as set forth in Exhibit E to this Attachment.

4. The Optional Daily Usage 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. Messages that error in Talk America's billing system will be the responsibility of Talk America. If, however, Talk America should encounter significant volumes of errored messages that prevent processing by Talk America within its systems, BellSouth will work with Talk America to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to Talk America:

- 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
 - Operator Services Message Attempted Calls (UNE only)
 - 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 Optional Daily Usage File. 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 Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Talk America.
- 6.1.4 In the event that Talk America detects a duplicate on Optional Daily Usage File they receive from BellSouth, Talk America will drop the duplicate message (Talk America will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to Talk America via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage 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 Talk America for the purpose of data transmission. Where a dedicated line is required, Talk America will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Talk America 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 successfully ongoing will be negotiated on a case by 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 Talk America. Additionally, all message toll charges associated with the use of the dial circuit by Talk America will be the responsibility of Talk America. Associated equipment on the BellSouth end, including a modem, will be negotiated on

a case by case basis between the Parties. All equipment, including modems and software, that is required on Talk America end for the purpose of data transmission will be the responsibility of Talk America.

6.3 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 Talk America which BellSouth RAO is sending the message. BellSouth and Talk America will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Talk America and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 Talk America 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. Talk America will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Talk America by BellSouth.

6.5 Control Data

Talk America will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Talk America 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 Talk America for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from Talk America, BellSouth shall send test files to Talk America for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Talk America set up a production (LIVE) file. The live test may consist of Talk America's employees making test calls for the types of services Talk America requests on the Optional Daily Usage File. These test calls are logged by Talk America, 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 Talk America, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Talk America 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. Talk America shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
 3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
 4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Talk America's monthly bills. The charges are as set forth in Exhibit E to this Attachment.
 5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 6. Messages that error in the billing system of Talk America will be the responsibility of Talk America. If, however, Talk America should encounter significant volumes of errored messages that prevent processing by Talk America within its systems, BellSouth will work with Talk America to determine the source of the errors and the appropriate resolution.
 7. The following specifications shall apply to the Optional Daily Usage Feed.
- 7.1 **Usage To Be Transmitted**
- 7.1.1 The following messages recorded by BellSouth will be transmitted to Talk America:

Customer usage data for flat rated local call originating from Talk America'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 Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Talk America.

7.1.3 In the event that Talk America detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Talk America will drop the duplicate message (Talk America will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Talk America over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Talk America's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Talk America for the purpose of data transmission. Where a dedicated line is required, Talk America will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Talk America 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 successfully ongoing will be negotiated on a case by 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 Talk America. Additionally, all message toll charges associated with the use of the dial circuit by Talk America will be the responsibility of Talk America. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Talk America's end for the purpose of data transmission will be the responsibility of Talk America.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES

Attachment 1
Page 1
Exhibit E

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS									
RESIDENCE	16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS	16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*					9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES									
<u>ELEMENT</u>	<u>USOC</u>								
Electronic LSR	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Manual LSR	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) RATES									
EODUF: Message Processing, per message		\$0.004	\$0.229109	\$0.0034555	\$0.235889	\$0.250015	\$0.250424	\$0.004	\$0.258301
OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE)									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)									
<u>ELEMENT</u>	<u>USOC</u>								
Nonrecurring Charge:									
Per Unique LCC, per Request, per Switch		\$230.60	\$84.33	\$180.62	\$229.65	\$82.25	\$227.99	\$229.65	\$226.22
Nonrecurring Disconnect Charge: Per Unique LCC, per Request, per Switch		NA	\$11.46	NA	NA	NA	NA	NA	NA
CUSTOM BRANDING ANNOUNCEMENT (CBA)									
DIRECTORY ASSISTANCE (DA) CBA via OLNS SOFTWARE									
Recording of DA CBA		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Loading of DA CBA per DRAM Card/Switch per OCN		\$1, 700.00	\$1, 700.00	\$1, 700.00	\$1, 700.00	\$1, 700.00	\$1, 700.00	\$1, 700.00	\$1, 700.00

RESALE DISCOUNTS AND RATES

Attachment 1
Page 2
Exhibit E

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
CUSTOM BRANDING ANNOUNCEMENT (CBA) CONT'd									
DIRECTORY ASSISTANCE (DA) UNBRANDING via OLNS SOFTWARE									
Loading of DA per OCN (1 OCN per Order)	\$420.00	\$420.00	\$420.00	\$420.00	\$420.00	\$420.00	\$420.00	\$420.00	\$420.00
Loading of DA per Switch, per OCN	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
OPERATOR ASSISTANCE (OA) CBA via OLNS SOFTWARE									
<u>ELEMENT</u>									
Recording of OA CBA	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Loading of OA CBA per shelf/ NAV per OCN	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Loading of DA CBA per DRAM Card/Switch per OCN	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00
OPERATOR ASSISTANCE (OA) UNBRANDING via OLNS SOFTWARE									
Loading of OA per OCN - Regional	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Talk America 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 services BellSouth makes available to Talk America. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require Talk America to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment Talk America used in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
 - 1.2.1 Except as otherwise permitted by law or as set forth in this Agreement, BellSouth shall not impose limitations, restrictions or requirements on requests for the use of the network elements or combinations that would impair the ability of Talk America to offer telecommunications service in the manner Talk America intends.
 - 1.2.2 Except upon request by Talk America, BellSouth shall not separate requested network elements that BellSouth currently combines.
 - 1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth’s network to a given location.
- 1.3 BellSouth shall, upon request of Talk America, and to the extent technically feasible, provide to Talk America access to its Network Elements for the provision of Talk America’s telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. BellSouth will only bill tariffed rates if Talk America requests a service that BellSouth is not required to provide as an unbundled network element pursuant to the Act.
- 1.4 Talk America may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Talk America chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall

deliver the Network Elements purchased by Talk America to the demarcation point associated with the designated Talk America collocation space.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 BellSouth agrees that it shall provide to Talk America on a non-discriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

1.7 BellSouth shall provide Talk America notification of disconnects, updated and delivered once daily, via web posting.

1.8 **Rates**

1.8.1 The prices that Talk America shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Talk America purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.8.2 Cancellation Charges. If Talk America cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in BellSouth's Private Line Tariff for nondesigned services or BellSouth's FCC No. 1 Tariff, Section 5 for designed services, as applicable and applied to the non-recurring charges in this Agreement.

1.8.3 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Talk America, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, will apply, as applicable.

1.8.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.

1.8.5 If Talk America 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 Talk America in accordance with FCC No. 1 Tariff, Section 5.

1.8.6 Fractional billing shall apply to all UNE port/loop combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

1.8.7 Talk America reserves the right to order Resale services and/or UNE services to provide End User service at a single End User location.

2. Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (“Loop”) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to Talk America’s collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth’s network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth’s Unbundled Loop Modification process, then Talk America can use the Special Construction process to request that BellSouth place facilities in order to meet Talk America’s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

2.1.4 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 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The Loop shall be provided to Talk America in accordance with BellSouth’s TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

- 2.1.6 Talk America may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Talk America has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Talk America shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Talk America using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 Talk America is responsible for testing and isolating troubles on the Loops. Talk America must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, Talk America will be required to provide the results of the Talk America test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once Talk America has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.1.8.3 If Talk America reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Talk America for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if trouble is confirmed at a later date in those facilities but not discovered at the time of the initial repair testing.
- 2.1.9 **Order Coordination and Order Coordination-Time Specific**
- 2.1.9.1 "Order Coordination" (OC) allows BellSouth and Talk America to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Talk America'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.

- 2.1.9.2 “Order Coordination – Time Specific” (OC-TS) allows Talk America to order a specific time for OC to take place. BellSouth will make every effort to accommodate Talk America’s specific conversion time request. However, BellSouth reserves the right to negotiate with Talk America 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 Universal Digital Channel (UDC), and is billed in addition to the OC charge. Talk America may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Talk America 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 E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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

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

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

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 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 Talk America 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 SLI loops when reuse of existing facilities has been requested by Talk America. Talk America 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 chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. 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 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 Design Layout Record provided to Talk America. 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 Talk America 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 Design Layout Record (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:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

- 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 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, Order Coordination, and a DLR. Talk America 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. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 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, Order Coordination, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, 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, Order Coordination, and a DLR.
- 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, Order Coordination, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.
- 2.3.11 DS3 and above 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 and above services.
- 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 loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by Talk America.

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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 to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines

(“DAMLs”), and may have up to 6,000 feet of bridged tap between the end user’s premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth’s assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, Talk America can request Loop Make Up for which additional charges would apply.
- 2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Talk America may request further testing on the UCL-ND.
- 2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by Talk America to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth’s network. The UCL-ND will include a Network Interface Device (NID) at the customer’s location for the purpose of connecting the loop to the customer’s inside wire.
- 2.4.3.5 Order Coordination (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. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 2.4.3.6 Talk America may use BellSouth’s Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any 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 the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 2.5.2 BellSouth shall condition Loops, as requested by Talk America, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, Talk America will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Talk America can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Talk America will determine the type

of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.5.4 In those cases where Talk America has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 Talk America 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 Talk America desires BellSouth to condition.

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

2.6.1 Where Talk America has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (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 Talk America. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Talk America (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

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 "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 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.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Talk America will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

- 2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 2.7.1.1 BellSouth shall permit Talk America to connect Talk America's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.7.2 **Access to NID**
- 2.7.2.1 Talk America may access the end user's customer-premises wiring by any of the following means and Talk America shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.2.1.1 1) BellSouth shall allow Talk America 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.
- 2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.2.1.3 3) 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
- 2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 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

Talk America's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. 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.

- 2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Talk America 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.
- 2.7.3 Technical Requirements
 - 2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
 - 2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Talk America's NID.
 - 2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. Talk America may request BellSouth do additional work to the NID on a time and material basis. When Talk America deploys its own local loops with respect to multiple-line termination devices, Talk America shall specify the quantity of NIDs 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) and Unbundled Sub-Loop Concentration (USLC) System.

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 the following available sub-loop distribution offerings where facilities permit:

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 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.
- 2.8.2.4 If Talk America requests a UCSL and it is not available, Talk America may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which 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.
- 2.8.2.6 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 Talk America's use on this cross-connect panel. Talk America will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, Talk America 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. Talk America's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Talk America is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Talk America's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate Talk America's request for Unbundled Sub-Loops, Talk America may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Talk America will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before Talk America 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 Talk America'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.
- 2.8.2.10 Once the site set-up is complete, Talk America will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Talk America requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Talk America for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches 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 BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

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 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 Upon receipt of the UNTW Service Inquiry (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 Provisioning Party’s Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. 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 Requesting Party’s service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party’s service or another CLEC’s service before accessing UNTW pairs.
- 2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.5 Requesting Party is responsible for obtaining the property owner’s permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.6 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. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

- 2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 **Unbundled Sub-Loop Feeder**
- 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
- 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Talk America's loop distribution elements onto BellSouth's feeder system.
- 2.8.4.5 Requirements

- 2.8.4.5.1 Talk America will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Talk America. Talk America will then have the option of paying the special construction charges or canceling the order.
- 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

- 2.8.5.1 BellSouth will provide to Talk America Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Talk America at Talk America's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Talk America's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

- 2.8.6.1 Where facilities permit, Talk America may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.
- 2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Talk America's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Talk America's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a

single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Talk America's demarcation point associated with Talk America's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

- 2.8.6.3 Talk America is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow Talk America's sub-loops to be placed on the USLC and transported to Talk America's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

- 2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. 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 Talk America to utilize Dark Fiber Loops.
- 2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with Talk America's collocation space in the end user's serving wire center.
- 2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 2.8.7.4 Requirements
- 2.8.7.4.1 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.

- 2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Talk America's request subject to time and materials charges.
- 2.8.7.4.3 Talk America is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to Talk America information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from Talk America.
- 2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Talk America within twenty (20) business days after Talk America submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Talk America to connect or splice Talk America provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.8.7.4.6 Talk America may splice at the end points and test Dark Fiber Loop obtained from BellSouth using Talk America or Talk America designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to Talk America (LMU) information so that Talk America can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Talk America intends to install and the services Talk America wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Talk America ordering any other service(s). *Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 2.9.1.2 BellSouth will provide Talk America 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 Talk America 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 Talk America 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. The determination shall be made solely by Talk America 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 Talk America's ability to provide advanced data services over the ordered loop type. Further, if Talk America orders 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. Talk America 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 Talk America may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Talk America needs further loop information in order to determine loop service capability, Talk America may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.
- 2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three 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, Talk America may reserve up to ten Loop facilities. For a Manual LMUSI, Talk America may reserve up to three Loop facilities.
- 2.9.3.2 Talk America may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Talk America. During and prior to Talk America placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Talk

America does not submit an LSR for a UNE service on a reserved facility within the four-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 LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

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

- 2.9.4.2 Where Talk America has reserved multiple Loop facilities on a single reservation, Talk America may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Talk America, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Talk America. If the ordered Loop type is not available, Talk America may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

- 3.1.1 BellSouth shall provide Talk America access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

- 3.1.2 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 Talk America 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. Talk America shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 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. BellSouth will provide Loop conditioning to Talk America in accordance with the Unbundled Loop Modification process set forth in Section 2.5 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If Talk America requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, Talk America shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

- 3.2.1 BellSouth will provide Talk America with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, Talk America must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. Talk America may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of Talk America's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
- 3.2.1.2 Once a splitter is installed on behalf of Talk America in a central office in which Talk America is located, Talk America shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Talk America shall pay the electronic or manual ordering charges as applicable when Talk America orders High Frequency Spectrum for end-user service.
- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Talk America access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Talk America's xDSL equipment in Talk America's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Talk America with a carrier notification letter, informing Talk America of change. Talk America shall purchase ports on the splitter in increments of 24 ports.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to Talk America's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Talk America's DS0 termination point as possible. Talk America shall have access to the splitter for test purposes, regardless of where the splitter is placed in the

BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Talk America on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Talk America DS0 at such time that a Talk America end user's service is established.

3.2.1.5 The High Frequency Spectrum 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 Talk America desires to continue providing xDSL service on such Loop, Talk America shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Talk America notice in a reasonable time prior to disconnect, which notice shall give Talk America 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 Talk America purchases the full stand-alone Loop, Talk America may elect the type of loop it will purchase. Talk America will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event Talk America purchases a voice grade Loop, Talk America acknowledges that such Loop may not remain xDSL compatible.

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

3.2.2 **Ordering**

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

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

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

- 3.2.2.2.2 BellSouth will provide to Talk America BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.
- 3.2.2.2.3 BellSouth will provide Talk America access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Talk America shall pay the rates for such services, as described in Exhibit B.
- 3.2.2.2.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Talk America's data.
- 3.2.3 **Maintenance and Repair**
- 3.2.3.1 Talk America shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. Talk America may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Talk America will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2.3.3 Talk America shall inform its end users to direct data problems to Talk America, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.3.4 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.
- 3.2.3.5 In the event Talk America's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Talk America and allow twenty-four (24) hours to cure the trouble. If Talk America fails to resolve the trouble, BellSouth may discontinue Talk America's access to the High Frequency Spectrum on such loop.
- 3.2.4 **Line Splitting.**
- 3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for

this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Talk America, the Parties shall amend this Agreement to incorporate the same.

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 Talk America for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Talk America for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

- 4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Talk America when Talk America serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that Talk America orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Talk America the market based rates in

Exhibit B for use of the local circuit switching functionality for the affected facilities.

- 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 Talk America'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 Talk America purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Talk America local end user, or originated by a BellSouth local end user and terminated to an Talk America 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 Talk America 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 Talk America shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 BellSouth shall assess Talk America retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if Talk America has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.
- 4.2.8 Where Talk America 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 an Talk America end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Talk America the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Talk America shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Talk America the UNE elements for the BellSouth facilities utilized. Each Party

may bill the toll provider originating or terminating switched access charges, as appropriate.

- 4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Talk America shall not bill BellSouth originating or terminating switched access for such calls.

- 4.2.11 **Unbundled Port Features**

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

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

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

- 4.2.11.4 BellSouth will provide to Talk America selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Talk America will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

- 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 Talk America all 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 Talk America.

4.2.13 **Local Switching Interfaces.**

- 4.2.13.1 Talk America shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall offer Local Switching that provides switched based feature offerings at parity to those provided by BellSouth to itself or any other Party. 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.
- 4.2.13.2 Services required by law provided by BellSouth will include the following: related services for handicapped; Telephone Relay Service for the hearing impaired; soft dial tone where required by law and; any other service required by law.

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.

4.3.2 **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, 6/1/90. 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 Talk America and BellSouth;
 - 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
 - 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs 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 Talk America.
- 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 Talk America's local switch.
- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.3.3 Upon Talk America's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Talk America's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
 - 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Talk America. AIN Selective Carrier Routing will provide Talk America with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212

directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

- 4.4.2 Talk America shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by Talk America, the routing of Talk America's end user calls shall be pursuant to information provided by Talk America and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Talk America shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each Talk America end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. Talk America shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.
- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 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 Selective Carrier Routing (SCR) 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 30 days to respond to Talk America's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Talk America, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to Talk America 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 non-recurring End-User

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

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Talk America following the normal billing cycle for per query charges.

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

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

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

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

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Talk America seeks to offer;

4.5.2.3 BellSouth has not permitted Talk America to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Talk America obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

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

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

4.6 **Interoffice Transmission Facilities**

4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Talk America for the provision of a telecommunications service.

5. Unbundled Network Element Combinations

5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

5.2 For purposes of this Section, references to “Currently Combined” network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3 Enhanced Extended Links (EELs)

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. Talk America shall provide to BellSouth a letter certifying that Talk America is providing a significant amount of local exchange service (as described in Sections 5.3.5.2, 5.3.5.3, 5.3.5.4, or 5.3.5.5) over such combinations. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to Talk America’s POP serving wire center. The circuit must be connected to Talk America’s switch for the purpose of provisioning telephone exchange service to Talk America’s end-user customers. The EEL will be connected to Talk America’s facilities in Talk America’s collocation space at the POP SWC, or Talk America may purchase BellSouth’s access facilities between Talk America’s POP and Talk America’s collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to Talk America in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Talk America those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to Talk America in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to Talk America only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

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

- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

- 5.3.5.1 Talk America may not convert special access services to combinations of loop and transport network elements, whether or not Talk America self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Talk America uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Talk America requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Talk America shall provide to BellSouth a letter certifying that Talk America is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Talk America seeks to qualify for conversion of special access circuits. Talk America shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 5.3.5.2 Talk America certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Talk America's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Talk America is the end user's only local

service provider, and thus, is providing more than a significant amount of local exchange service. Talk America can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

- 5.3.5.3 Talk America certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Talk America's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.5.4 Talk America certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Talk America does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.5.5 In addition, there may be extraordinary circumstances where Talk America is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.5. In such case, Talk America may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Talk America's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.5.6 BellSouth may at its sole discretion audit Talk America records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Talk America shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Talk America shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Talk America is not providing a significant amount of local

exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Talk America.

- 5.3.5.7 Talk America may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

- 5.3.6.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

- 5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

- 5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

- 5.3.6.1.3 To the extent that Talk America seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Talk America, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

- 5.3.6.2 All Other States

- 5.3.6.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

5.3.7 **Multiplexing**

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

5.4 **Other Non-Switched Combinations**

- 5.4.1 In the states of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, BellSouth shall make available to Talk America, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Talk America, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
- 5.4.2 Rates
- 5.4.2.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee
- 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.
- 5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.
- 5.4.2.1.3 To the extent that Talk America seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Talk America, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.2.2 All Other States
- 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.
- 5.5 **UNE Loop/Special Access Combinations**
- 5.5.1 BellSouth shall make available to Talk America a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Talk America will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5.

5.5.2 Rates

- 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 UNE Port/Loop Combinations

- 5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.6.2 BellSouth shall make available Currently Combined and not Currently Combined UNE port/loop combinations.
- 5.6.2.1 Except as set forth in section 5.6.3 below, the rates at which BellSouth shall provide Currently Combined UNE port/loop combinations and not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee shall be the cost-based rates in Exhibit B.
- 5.6.2.2 The rates at which BellSouth shall provide not Currently Combined UNE port/loop combinations in Alabama, Florida, and North Carolina shall be the market rates in Exhibit B.
- 5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Talk America if Talk America's customer has 4 or more DS0 equivalent lines.
- 5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.
- 5.6.4 For calls originated by Talk America's unbundled Coin port/loop combinations and terminated by BellSouth Telecommunications' intralata 800 numbers, BellSouth

shall credit Talk America's billing account for dial around compensation. Talk America shall pass such compensation to the payphone service provider it serves.

- 5.6.5 When Talk America orders loop/port combinations, and identifies to BellSouth the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), BellSouth will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that BellSouth provides through its own network to its local exchange service customers receiving equivalent service, unless Talk America desires a lesser or greater quality of performance that may be requested through the Bona Fide Request process. For example, loop/ port combinations ordered by Talk America for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling via the offered interfaces in attachment 6, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with BellSouth's delivery of service to its POTS customers served through equivalent BellSouth loop and switch ports. BellSouth will provide ordering, provisioning and maintenance services at parity with the same services BellSouth provides to its own end users or resold services as measured in Attachment 9 Performance Measures.
- 5.6.6 Combination Offerings
- 5.6.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.4.9 Provided that the electronic ordering OSS utilized by Talk America is unable to accept Talk America's valid, error free local service requests (LSRs) for loop and port combinations (UNE-P), but such OSS is capable of accepting Talk America's resale LSRs, and provided further that the requirements and limitations of Sections 5.6.4.9.1 through 5.6.4.9.6 are met, BellSouth shall allow Talk America to place electronic LSRs for resale services, and subject to the following provisions, Talk America will be eligible for certain credits as set forth herein.
- 5.6.4.9.1 Talk America's inability to submit electronic LSRs for UNE-P must be due solely to a system failure or defect on BellSouth's side of the interface, and neither Talk America nor its systems or interface shall have contributed to such failure or defect. Further, Talk America's inability to submit such LSRs shall not be the result of Talk America's failure to follow BellSouth's business rules for ordering or failure to submit a valid and correct LSR.
- 5.6.4.9.2 The failure or defect in BellSouth's OSS must affect Talk America's ability only to place UNE-P LSRs. Entire system outages, failures or defects resulting in an inability to place any electronic orders shall not cause this Section to be invoked.
- 5.6.4.9.3 Talk America shall notify BellSouth's Electronic Communications (EC) Support organization upon its discovery of an OSS failure or defect described in Sections 5.6.4.9.1 and 5.6.4.9.2 above. Talk America shall report the failure or defect to the EC Support organization with as much specificity as possible, and shall work cooperatively with EC Support to correct the failure or defect.
- 5.6.4.9.4 In the event BellSouth is unable to correct the failure or defect within 12 hours of the time Talk America notified BellSouth of the same (excluding Sundays and nationally recognized holidays), Talk America may commence submission of electronic LSRs for the resale services that correspond to the UNE-P services Talk America intended to order. Talk America may continue to submit such resale LSRs until such time as BellSouth corrects the failure or defect and Talk America again has the capability to submit UNE-P LSRs. During the period in which Talk America is placing orders for resale pursuant to this Section, at the end of each business day, Talk America shall submit to its Customer Support Manager (CSM) a list of Purchase Order Numbers (PONs) for each resale LSR submitted that day that Talk America would have submitted as a UNE-P LSR absent the system

failure or defect. BellSouth shall bill Talk America for the resale services so ordered in accordance with the terms of Attachment 1 of this Agreement.

5.6.4.9.5 When electronic UNE-P ordering capability is restored, Talk America shall submit electronic LSRs to convert to UNE-P, on a switch as is basis, the resale services ordered during the OSS failure or defect. Such conversions effected pursuant to this Section shall apply only to conversions of those resale services corresponding to a PON submitted by Talk America to its (CSM) pursuant to Section 5.6.4.9.4. BellSouth shall credit Talk America in an amount equal to the difference between the non-recurring and recurring charges assessed to Talk America for resale and the non-recurring and recurring charges that would have been assessed if Talk America would have ordered UNE-P on the original LSR. BellSouth shall waive the conversion charges and OSS charges associated with the conversion of such services from resale to UNE-P. As of the date of completion of the conversion, BellSouth will bill such services at the applicable UNE-P rates. Talk America agrees that it will submit LSRs to convert such resale services within thirty (30) days after electronic UNE-P ordering capability resumes.

5.6.4.9.6 BellSouth reserves the right to verify (1) that the system failure or defect in fact occurred and meets the requirements of Sections 5.6.4.9.1 and 5.6.4.9.2 above, and (2) that Talk America has followed the procedures set forth in this Section 5.6.4.9. In the event that all the requirements and limitations set forth herein have not been met, no waiver of charges shall be available to Talk America. In the event that the Parties are unable to agree as to whether the requirements and limitations have or have not been met, the Parties shall follow the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6 Transport, Channelization and Dark Fiber

6.6 Transport

6.6.3 Interoffice transmission facility network elements include:

6.6.3.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Talk America.

6.6.3.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.6.3.3 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.

6.6.4 BellSouth shall:

6.6.4.1 Provide Talk America exclusive use of interoffice transmission facilities dedicated 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;

6.6.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

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

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

6.6.5 Technical Requirements of Common (Shared) Transport

6.6.5.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.

6.6.5.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.

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

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

6.7 **Dedicated Transport**

6.7.3 Dedicated Transport is composed of the following Unbundled Network Elements:

6.7.3.1 Unbundled Local Channel, defined as the dedicated transmission path between Talk America's Point of Presence ("POP") and Talk America's collocation space in the BellSouth Serving Wire Center for Talk America's POP, and

- 6.7.3.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 6.7.3.3 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 6.7.3.3.1 As capacity on a shared UNE facility.
 - 6.7.3.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Talk America.
- 6.7.3.4 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.
- 6.7.4 Technical Requirements
 - 6.7.4.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Talk America designated traffic.
 - 6.7.4.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.
 - 6.7.4.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.
 - 6.7.4.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.7.4.4.1 DS0 Equivalent;
 - 6.7.4.4.2 DS1;
 - 6.7.4.4.3 DS3; and
 - 6.7.4.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.7.4.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Talk America shall specify the termination points for Dedicated Transport.
 - 6.7.4.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

- 6.7.4.7 BellSouth Technical References:
- 6.7.4.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.7.4.7.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
- 6.7.4.7.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.8 **Unbundled Channelization (Multiplexing)**

- 6.8.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Talk America may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.
- 6.8.4 BellSouth shall make available the following channelization systems:
 - 6.8.4.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.
 - 6.8.4.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
- 6.8.5 BellSouth shall make available the following
 - 6.8.5.1 Central Office Channel Interfaces (COCI):
 - 6.8.5.2 DS1 COCI, which can be activated on a DS3 Channelization System.
 - 6.8.5.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.
 - 6.8.5.4 Data COCI, which can be activated on a DS1 Channelization System.
 - 6.8.5.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.8.6 Technical Requirements

- 6.8.6.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Talk America's channelization equipment must adhere strictly to form and protocol standards. Talk America 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.
- 6.8.6.2 DS0 to DS1 Channelization
 - 6.8.6.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
- 6.8.6.3 DS1 to DS3 Channelization
 - 6.8.6.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.8.6.4 DS1 to STS Channelization
 - 6.8.6.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.
- 6.9 **Dark Fiber Transport**
 - 6.9.3 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It 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 Talk America to utilize Dark Fiber Transport.
 - 6.9.4 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
 - 6.9.5 Requirements
 - 6.9.5.1 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.

- 6.9.5.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Talk America's request subject to time and materials charges.
- 6.9.5.3 Talk America is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.9.5.4 BellSouth shall use its best efforts to provide to Talk America information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Talk America. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.9.5.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Talk America within twenty (20) business days after Talk America submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Talk America to connect or splice Talk America provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 6.9.5.6 Talk America may splice at the end points and test Dark Fiber Transport obtained from BellSouth using Talk America or Talk America designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

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

- 7.6 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("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 Switching Service Point ("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 Talk America's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Talk America.

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

8 Line Information Database (LIDB)

- 8.6 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Talk America must purchase appropriate signaling links pursuant to Section 9 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.
- 8.7 Technical Requirements
- 8.7.3 BellSouth will offer to Talk America any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.7.4 BellSouth shall process Talk America's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Talk America what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.7.5 Within two (2) weeks after a request by Talk America, BellSouth shall provide Talk America with a list of the customer data items, which Talk America 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.
- 8.7.6 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.7.7 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.7.8 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.7.9 All additions, updates and deletions of Talk America data to the LIDB shall be solely at the direction of Talk America. Such direction from Talk America will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

- 8.7.10 BellSouth shall provide priority updates to LIDB for Talk America data upon Talk America'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.
- 8.7.11 BellSouth shall provide LIDB systems such that no more than 0.01% of Talk America customer records will be missing from LIDB, as measured by Talk America audits. BellSouth will audit Talk America records in LIDB against DBAS to identify record mismatches and provide this data to a designated Talk America contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Talk America within one business day of audit. Once reconciled records are received back from Talk America, 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 Talk America to negotiate a time frame for the updates, not to exceed three business days.
- 8.7.12 BellSouth shall perform backup and recovery of all of Talk America'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.
- 8.7.13 BellSouth shall provide Talk America 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 Talk America and BellSouth.
- 8.7.14 BellSouth shall prevent any access to or use of Talk America 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 Talk America in writing.
- 8.7.15 BellSouth shall provide Talk America 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 Talk America at least at parity with BellSouth Customer Data. BellSouth shall obtain from Talk America the screening information associated with LIDB Data Screening of Talk America 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 Talk America under the BFR/NBR process as set forth in Attachment 11.
- 8.7.16 BellSouth shall accept queries to LIDB associated with Talk America customer records, and shall return responses in accordance with industry standards.

- 8.7.17 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.7.18 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.8 Interface Requirements
 - 8.8.3 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 8.8.4 The interface to LIDB shall be in accordance with the technical references contained within.
 - 8.8.5 The CCS interface to LIDB shall be the standard interface described herein.
 - 8.8.6 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9 Signaling

- 9.6 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.

9.7 Signaling Link Transport

- 9.7.3 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Talk America-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.7.4 Technical Requirements
 - 9.7.5 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
 - 9.7.5.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
 - 9.7.5.2 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).
 - 9.7.6 Signaling Link Transport shall consist of two or more signaling link layers as follows:

- 9.7.6.1 An A-link layer shall consist of two links.
- 9.7.6.2 A B-link layer shall consist of four links.
- 9.7.6.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.7.6.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.7.6.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.7.7 Interface Requirements
- 9.7.7.1 There shall be a DS1 (1.544 Mbps) interface at Talk America's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.8 **Signaling Transfer Points (STPs)**
- 9.8.3 A Signaling Transfer Point 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.
- 9.8.4 Technical Requirements
- 9.8.4.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
- 9.8.4.2 The connectivity provided by Signaling Transfer Points 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.

- 9.8.4.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Talk America 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 Talk America 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.
- 9.8.4.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Talk America or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Talk America database, then Talk America agrees to provide BellSouth with the Destination Point Code for Talk America database.
- 9.8.4.5 STPs shall provide all functions of the 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).
- 9.8.4.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Talk America or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 9.9 **SS7 Advanced Intelligent Network (AIN) Access**
- 9.9.3 When technically feasible and upon request by Talk America, 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 Talk America's SS7 network to exchange TCAP queries and responses with a Talk America SCP.
- 9.9.4 SS7 AIN Access shall provide Talk America SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Talk America 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 Talk America SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.9.5 Interface Requirements

9.9.5.1 BellSouth shall provide the following STP options to connect Talk America or Talk America-designated local switching systems to the BellSouth SS7 network:

9.9.5.1.1 An A-link interface from Talk America local switching systems; and,

9.9.5.1.2 A B-link interface from Talk America local STPs.

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

9.9.5.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (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.

9.9.5.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection 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.

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

9.9.6 Message Screening

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

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

9.9.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Talk America from any signaling point or

network interconnected through BellSouth's SS7 network where the Talk America SCP has a valid signaling relationship.

9.10 **Service Control Points/Databases**

9.10.3 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.

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

9.10.5 Technical Requirements for SCPs/Databases

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

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

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

9.11 **Local Number Portability Database**

9.11.3 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 in Exhibit B of this Attachment in accordance with an effective FCC or Commission directive.

9.12 **SS7 Network Interconnection**

9.12.3 SS7 Network Interconnection is the interconnection of Talk America local signaling transfer point switches or Talk America 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, Talk America local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

- 9.12.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Talk America or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.12.5 If traffic is routed based on dialed or translated digits between a Talk America 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 Talk America local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.12.6 SS7 Network Interconnection shall provide:
- 9.12.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.12.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.12.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.12.7 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 Global Title Translation (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 Talk America local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Talk America local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.12.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.12.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.12.10 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.
- 9.12.11 Interface Requirements

- 9.12.11.1 The following SS7 Network Interconnection interface options are available to connect Talk America or Talk America-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 9.12.11.1.1 A-link interface from Talk America local or tandem switching systems; and
 - 9.12.11.1.2 B-link interface from Talk America STPs.
- 9.12.11.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.12.11.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.12.11.4 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.
- 9.12.11.5 BellSouth shall set message screening parameters to accept messages from Talk America local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Talk America switching system has a valid signaling relationship.

10 Operator Service and Directory Assistance

- 10.6 Operator Service 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.
- 10.7 Upon request for BellSouth Operator Services, BellSouth shall:
 - 10.7.3 Process 0+ and 0- dialed local calls.
 - 10.7.4 Process 0+ and 0- intraLATA toll calls.
 - 10.7.5 Process calls that are billed to Talk America end user's calling card that can be validated by BellSouth.
 - 10.7.6 Process person-to-person calls.

- 10.7.7 Process collect calls.
- 10.7.8 Provide the capability for callers to bill to a third party and shall also process such calls.
- 10.7.9 Process station-to-station calls.
- 10.7.10 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.7.11 Process emergency call trace originated by Public Safety Answering Points.
- 10.7.12 Process operator-assisted directory assistance calls.
- 10.7.13 Adhere to equal access requirements, providing Talk America local end users the same IXC access as provided to BellSouth end users.
- 10.7.14 Exercise at least the same level of fraud control in providing Operator Service to Talk America that BellSouth provides for its own operator service.
- 10.7.15 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.7.16 Direct customer account and other similar inquiries to the customer service center designated by Talk America.
- 10.7.17 Provide call records to Talk America in accordance with ODUF standards specified in Attachment 7.
- 10.7.18 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.
- 10.8 **Directory Assistance Service**
- 10.8.3 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.8.4 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Talk America's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
- 10.8.5 **Directory Assistance Service Updates**
- 10.8.5.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.8.5.1.1 New end user connections

- 10.8.5.1.2 End user disconnections
- 10.8.5.1.3 End user address changes
- 10.8.5.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.9 **Branding for Operator Call Processing and Directory Assistance**
- 10.9.3 BellSouth's branding feature provides a definable announcement to Talk America end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Talk America to have its calls custom branded with Talk America's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.
- 10.9.4 BellSouth offers three (3) service levels of branding to Talk America when ordering BellSouth's Directory Assistance and Operator Call Processing.
- 10.9.4.1 Service Level 1 - BellSouth Branding
- 10.9.4.2 Service Level 2 - Unbranding
- 10.9.4.3 Service Level 3 - Custom Branding
- 10.9.5 Where Talk America resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route Talk America's end user calls to that provider through Selective Carrier Routing.
- 10.9.6 **For Resellers and Use with an Unbundled Port**
- 10.9.6.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Talk America to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 10.9.6.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.9.6.3 Where available, Talk America specific and unique line class codes are programmed in each BellSouth end office switch where Talk America intends to serve end users with customized OS/DA branding. The line class codes specifically identify Talk America's end users so OS/DA calls can be routed over the

appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Talk America intends to provide Talk America -branded OS/DA to its end users in these multiple rate areas.

- 10.9.6.4 BellSouth Branding is the Default Service Level.
- 10.9.6.5 SCR-LCC supporting Custom Branding and Self Branding require Talk America to order dedicated trunking from each BellSouth end office identified by Talk America, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Talk America Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in Section 6.8.1 of the BellSouth tariffs.
- 10.9.6.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Talk America to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 10.9.6.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/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 OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.9.6.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Talk America shall not be required to purchase dedicated trunking.
- 10.9.6.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Talk America must have its Operating Company Number (“OCN(s)”) and telephone numbers reside in BellSouth’s LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Talk America must submit a manual order form which requires, among other things, Talk America’s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Talk America shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic

volumes are expected to change significantly. Upon Talk America's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Talk America end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.9.6.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, Talk America shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where Talk America is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.9.7 **For Facilities Based Carriers**

10.9.7.1 All Service Levels require Talk America to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.9.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Talk America requires service.

10.9.7.3 Directory Assistance customized branding uses:

10.9.7.3.1 the recording of Talk America;

10.9.7.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.9.7.4 Operator Call Processing customized branding uses:

10.9.7.4.1 the recording of Talk America;

10.9.7.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.9.7.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.10 **Directory Assistance Database Service (DADS)**

10.10.3 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Talk America end users. The term

“end user” denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Talk America agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Talk America agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

- 10.10.4 BellSouth shall initially provide Talk America with a Base File of subscriber listings which reflect all listing change activity occurring since Talk America’s most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from Talk America to prepare the Base File.
- 10.10.5 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since Talk America’s previous update. Delivery of updates will commence immediately after Talk America receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Talk America mutually develop CONNECT: Direct™ electronic connectivity. Talk America will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.10.6 Talk America authorizes the inclusion of Talk America Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.
- 10.11 **Direct Access to Directory Assistance Service**
- 10.11.3 Direct Access to Directory Assistance Service (DADAS) will provide Talk America’s directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Talk America to utilize its own switch, operator workstations and optional audio subsystems.
- 10.11.4 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

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

- 11.6 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 Public Safety Answering Point

(“PSAP”) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.7 Technical Requirements

11.7.3 BellSouth shall provide Talk America a data link to the ALI/DMS database or permit Talk America to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Talk America after Talk America inputs end user information into the ALI/DMS database. Alternately, Talk America may request that BellSouth enter Talk America’s end user information into the database, and validate end user information.

11.7.4 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Talk America requests otherwise and shall be updated if Talk America requests, provided Talk America supplies BellSouth with the updates.

11.7.5 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.

11.7.6 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.8 Interface Requirements

11.8.3 The interface between the E911 Switch or Tandem and the ALI/DMS database for Talk America end users shall meet industry standards.

12 Calling Name (CNAM) Database Service

12.6 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. This service also provides Talk America the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.7 Talk America 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 60 days prior to Talk America’s access to BellSouth’s CNAM Database Services and shall be addressed to Talk America’s Account Manager.

12.8 BellSouth's provision of CNAM Database Services to Talk America requires interconnection from Talk America to BellSouth CNAM Service Control Points

(SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

- 12.9 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Talk America shall provide its own CNAM SSP. Talk America's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.10 If Talk America 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 Talk America desires to query.
- 12.11 If Talk America 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 Signal Transfer Points (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.
- 12.12 The mechanism to be used by Talk America for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Talk America in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Talk America to provide accurate information to BellSouth on a current basis.
- 12.13 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.
- 12.14 Talk America 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 (AIN) Access**

- 13.6 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Talk America the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.7 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 Talk America. 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.
- 13.8 BellSouth SCP shall partition and protect Talk America service logic and data from unauthorized access.
- 13.9 When Talk America selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Talk America to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.9.3 Talk America access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.9.4 BellSouth shall allow Talk America to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Basic 911 and E911

- 14.6 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.7 Basic 911 Service Provisioning. BellSouth will provide to Talk America 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. Talk America 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. Talk America will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Talk America will be required to begin using E911 procedures.
- 14.8 E911 Service Provisioning. Talk America shall install a minimum of two dedicated trunks originating from the Talk America serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification

(“ANI”) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Talk America will be required to provide BellSouth daily updates to the E911 database. Talk America 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, Talk America will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (“PSAP”). This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. Talk America 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.

- 14.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Talk America beyond applicable charges for BellSouth trunking arrangements.
- 14.10 Basic 911 and E911 functions provided to Talk America shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Talk America to follow in providing 911/E911 services.

15 Operational Support Systems (OSS)

- 15.6 BellSouth has developed and made available the following electronic interfaces by which Talk America may submit LSRs electronically.
- | | |
|------|-----------------------------------|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interchange |
| TAG | Telecommunications Access Gateway |
- 15.7 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 Rate Exhibit B of this Attachment 2.
- 15.8 Denial/Restoral OSS Charge

- 15.8.3 In the event Talk America 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.
- 15.9 Cancellation OSS Charge
 - 15.9.3 Talk America will incur an OSS charge for an accepted LSR that is later canceled.
 - 15.9.4 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
 - 15.9.5 Network Elements and Other Services Manual Additive
 - 15.9.5.1 The Commissions in some states have ordered per-element manual additive non-recurring 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 on the Rate Tables in Exhibit B.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that Talk America creates 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 that identifies a telephone line administered by Talk America.
- C. Special billing number - a ten-digit number that identifies a billing account established by Talk America.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Talk America 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 Talk America.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Talk America.

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 Talk America and pursuant to which BellSouth, its LIDB customers and Talk America shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Talk America's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Talk America 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 Talk America, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Talk America's account team to

activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- 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 Talk America has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

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

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Talk America of fraud alerts so that Talk America 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 Talk America pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Talk America for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses 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 Talk America's data from BellSouth's data, the following terms and conditions shall apply:

1. Talk America will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Talk America's End User accounts which

are resident in LIDB pursuant to this Agreement. Talk America authorizes BellSouth to place such charges on Talk America's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. Talk America shall have the responsibility to render a billing statement to its End Users for these charges, but Talk America shall pay BellSouth for the charges billed regardless of whether Talk America collects from Talk America's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between Talk America and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Talk America. It shall be the responsibility of Talk America and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

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

V. Fees for Service and Taxes

- A. Talk America will not be charged a fee for storage services provided by BellSouth to Talk America, as described in this LIDB Facilities Based 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

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

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEK 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.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEK		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		15.24	59.03	43.14	15.21	3.22		27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		24.75	59.03	43.14	15.21	3.22		27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		44.85	59.03	43.14	15.21	3.22		23.97	12.97	17.77	17.77
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			78.92	78.92				27.37	12.97	17.77	17.77
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			23.33	23.33				27.37	12.97	17.77	17.77
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO			15.78	8.94				27.37	12.97	17.77	17.77
	Engineering Information Document (EI)			UEANL				28.75	28.75							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			51.29	51.29							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			45.99	45.99							
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		11.01	44.69	22.40	25.65	7.06		27.37	12.97	17.77	17.77
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		12.67	44.69	22.40	25.65	7.06		27.37	12.97	17.77	17.77
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		20.22	44.69	22.40	25.65	7.06		27.37	12.97	17.77	17.77
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			51.29	51.29				27.37	12.97	17.77	17.77
	Engineering Information Document			UEQ				28.75	28.75				27.37	12.97	17.77	17.77
	Loop Testing - Basic 1st Half Hour			UEQ	URET1			78.92	78.92				27.37	12.97	17.77	17.77
	Loop Testing - Basic Additional Half Hour			UEQ	URETA			23.33	23.33				27.37	12.97	17.77	17.77
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO			14.27	7.43				18.84	8.42		
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		18.24	75.62	35.11	46.98	10.59		27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		18.24	75.62	35.11	46.98	10.59		27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		25.22	75.62	35.11	46.98	10.59		27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		25.22	75.62	35.11	46.98	10.59		27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		33.70	75.62	35.11	46.98	10.59		23.97	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		33.70	75.62	35.11	46.98	10.59		23.97	12.97	17.77	17.77
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		17.95	145.46	108.40	40.31	26.01		27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		29.16	145.46	108.40	40.31	26.01		27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		52.84	145.46	108.40	40.31	26.01		27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL			45.99								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		17.95	145.46	108.40	40.31	26.01		27.37	12.97	17.77	17.77

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	29.16	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	52.84	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36					27.37	12.97	17.77	17.77
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.01	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	39.00	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	70.67	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36					27.37	12.97	17.77	17.77
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	23.23	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	37.74	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	68.38	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16					27.37	12.97	17.77	17.77
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	16.84	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	19.45	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	30.92	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.63	44.16					27.37	12.97	17.77	17.77
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.09	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	19.64	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	35.59	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.09	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	19.64	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	35.59	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40					27.37	12.97	17.77	17.77
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.41	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	15.29	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.70	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.41	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	15.29	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.70	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40					27.37	12.97	17.77	17.77
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.52	541.13	491.50	106.65	56.98				27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.71	541.13	491.50	106.65	56.98				27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	33.90	541.13	491.50	106.65	56.98				27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.52	279.39	203.59	109.99	20.70				27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.71	279.39	203.59	109.99	20.70				27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	33.90	279.39	203.59	109.99	20.70				27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99										
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40						27.37	12.97	17.77	17.77
	4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.74	610.13	380.26	134.77	55.97				27.37	12.97	17.77	17.77
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	84.05	610.13	380.26	134.77	55.97				27.37	12.97	17.77	17.77
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	152.29	610.13	380.26	134.77	55.97				27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		45.99										
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.05						27.37	12.97	17.77	17.77
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.33	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	44.40	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	80.45	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.33	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	44.40	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	80.45	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.33	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	44.40	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	80.45	498.05	343.70	129.62	64.25				27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99										
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75						27.37	12.97	17.77	17.77
	2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.90	283.37	163.68	120.15	22.37				18.94	8.42		
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.74	283.37	163.68	120.15	22.37				18.94	8.42		
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	21.83	283.37	163.68	120.15	22.37				18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.90	104.17	78.10						18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.74	104.17	78.10						18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	21.83	104.17	78.10						18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	35.43	270.28	150.59	120.15	22.37				18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	40.91	270.28	150.59	120.15	22.37				18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	65.02	270.28	150.59	120.15	22.37				18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.43	104.17	78.10						18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	40.91	104.17	78.10					18.94	8.42		
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.02	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48					18.94	8.42		
4-WIRE COPPER LOOP																	
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	331.78	212.09	130.69	27.60			27.37	8.42		
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	331.78	212.09	130.69	27.60			18.94	8.42		
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	331.78	212.09	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	30.55	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	47.56	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	54.92	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	87.30	318.70	199.00	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	47.56	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	54.92	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	87.30	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		97.23	42.48					18.94	8.42		
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		67.39	67.39					27.37	12.97	17.77	17.77
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		337.50	337.50					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		67.39	67.39					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		337.50	337.50					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		78.10	78.10					27.37	12.97	17.77	17.77
SUB-LOOPS																	
Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		421.08	421.08					18.94	8.42		
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10					18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		394.74	394.74					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		154.57	154.57					18.94	8.42		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12	207.01	171.32					18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	8.32	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.61	137.03	41.59	115.85	19.17			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.96	176.46	55.11	122.17	19.57			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		2 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
		4 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		355.71	12.26					18.94	8.42		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		355.71	12.26					18.94	8.42		
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		560.55	14.30					18.94	8.42		
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.46	56.75					18.94	8.42		
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.93	98.21					18.94	8.42		
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.73	11.73					18.94	8.42		
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.73	11.73					18.94	8.42		
SUB-LOOPS																	
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		421.08						18.94	8.42		
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		67.10	67.10					18.94	8.42		
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		519.95	11.32					18.94	8.42		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE	19.91	243.41	81.32	134.77	33.93			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		45.99									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG	79.30	203.69	128.76	124.09	34.80			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH	7.22	195.38	63.15	119.68	29.58			18.94	8.42		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ	13.72	243.41	81.32	134.77	33.93			18.94	8.42		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	USBFN	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		45.99									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	13.55										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	332.40	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - STS-1 - Per Mile Per Month	I		UDLSX	1L5SL	13.55										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	357.36	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-3 - Per Mile Per Month	I		UDLO3	1L5SL	10.28										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	54.89										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	538.69	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	12.66										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	620.18										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,729.00	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	41.51										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	310.30										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,495.00	3,570.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	350.09	788.09	407.00	160.47	90.97			31.31	31.31	3.93	3.93
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	441.42	650.81	650.81					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	52.97	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	478.93	650.81	650.81								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.26	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	126.57	92.14	33.57	9.40			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.67	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
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
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UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0101										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	24.15	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	21.41	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0101										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0101										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2067										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	68.75	178.53	163.61	32.70	28.88			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.67										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	804.02	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.67										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	801.57	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
LOCAL CHANNEL - DEDICATED TRANSPORT																
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	17.06	387.19	67.20	74.22	7.33			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	41.52	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	61.05	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	47.29	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.91										
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	476.04	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.91										
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	466.84	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	122.50	182.08	125.14	21.07	19.58			31.31	31.31	3.93	3.93
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.36	13.15	9.43					31.31	31.31	3.93	3.93
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.92	13.15	9.43					31.31	31.31	3.93	3.93
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.64	13.15	9.43					31.31	31.31	3.93	3.93
	DS3 to DS1 Channel System per month			UXTD3	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93
	STS1 to DS1 Channel System per month			UXTS1	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
DARK FIBER																

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	68.84								31.31	31.31	3.93	3.93
	NRC Dark Fiber - Local Channel			UDF	UDFC4		1,278.17	275.73	634.11	395.32				31.31	31.31	3.93	3.93
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	25.53											
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,278.17	275.73	634.11	395.32				31.31	31.31	3.93	3.93
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	68.84											
	NRC Dark Fiber - Local Loop			UDF	UDFL4		1,278.17	275.73	634.11	395.32				31.31	31.31	3.93	3.93
TRANSPORT OTHER																	
	Optional Features & Functions:																
8XX ACCESS TEN DIGIT SCREENING																	
	8XX Access Ten Digit Screening, Per Call			OHD		0.0005											
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		7.13	0.97						27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			15.88	1.97	10.04	0.97				27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		15.88	1.97	10.04	0.97				27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		5.69	2.85						27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		6.66	3.81						27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		8.10	0.97						27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		5.69							27.37	27.37	17.75	17.75
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
	LIDB Common Transport Per Query			OQT		0.00004											
	LIDB Validation Per Query			OQU		0.0142											
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		64.36							27.37	27.37	17.75	17.75
SIGNALING (CCS7)																	
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	148.72											
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0001											
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70				25.93	25.93	16.31	16.31
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70				25.93	25.93	16.31	16.31
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.00004											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	376.12											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00						25.93	25.93	16.31	16.31
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00						25.93	25.93	16.31	16.31
E911 SERVICE																	
	Local Channel - Dedicated - 2-wr Voice Grade					13.91	382.95	62.40						18.94	8.42		
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0222											
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					17.07	79.61	36.08						18.94	18.94		
	Local Channel - Dedicated - DS1					38.36	356.15	312.89						44.22			
	Interoffice Transport - Dedicated - DS1 Per Mile					0.4523											
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					78.47	147.07	111.75						18.94	18.94		
CALLING NAME (CNAM) SERVICE																	
	CNAM for DB Owners, Per Query			OQV		0.01											
	CNAM for Non DB Owners, Per Query			OQV		0.01											
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00						27.37	27.37	17.75	17.75
OPERATOR CALL PROCESSING																	
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20											

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB						1.24									
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB						0.20									
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB						0.20									
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute						1.15									
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute						1.15									
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS			7,000.00	7,000.00					19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL			500.00	500.00					19.99	19.99	
		Unbranding via OLNS for UNEP CLEC															
		Loading of OA per OCN (Regional)							1,200.00	1,200.00							
DIRECTORY ASSISTANCE SERVICES																	
		DIRECTORY ASSISTANCE ACCESS SERVICE															
		Directory Assistance Access Service Calls, Charge Per Call						0.275									
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						0.10									
		NUMBER SERVICES INTERCEPT ACCESS SERVICE															
DIRECTORY ASSISTANCE SERVICES																	
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
		Directory Assistance Data Base Service Charge Per Listing						0.04									
		Directory Assistance Data Base Service, per month				DBSOF		150.00									
BRANDING - DIRECTORY ASSISTANCE																	
		Facility Based CLEC															
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA			6,000.00	6,000.00							
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC			1,170.00	1,170.00							
		UNEP CLEC															
		Recording of DA Custom Branded Announcement							3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN							1,170.00	1,170.00							
		Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)							420.00	420.00							
		Loading of DA per Switch per OCN							16.00	16.00							
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR			230.60	230.60					40.71	9.58	
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF			2,848.30	2,848.30							
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX			2,750.00	2,750.00							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		3.20									
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX		3.48									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX		13.35									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2		0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4		0.56	66.71	50.43	12.82	11.39			19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	12.10	55.46	39.18	16.83	13.27			19.99	19.99	19.99	19.99
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	21.75	66.71	50.43	21.86	18.31			19.99	19.99	19.99	19.99
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00								
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.56	66.71	50.43					27.37	12.97	17.77	1.44
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0287	24.59	23.59	12.05	10.87			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment	I		SRC	SRCEC		202,197.82		17,181.39				27.37	27.37	27.37	27.37
		End Office Establishment	I		SRC	SRCEO		339.75	339.75	3.39	3.39			27.37	27.37	27.37	27.37
		Query NRC, per query	I		SRC		0.0031412										

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		197.49	197.49	114.22	114.22			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		141.84	141.84	70.05	70.05			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		142.13	142.13	35.26	35.26			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0026										
		AIN SMS Access Service - Session, Per Minute					0.0892										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		192.69	192.69	114.22	114.22			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,363.00	8,363.00					27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Query Charge, Per Query					0.024										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.006										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.63										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	16.00	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.10	47.74	47.74	15.90	15.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.90	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.003	47.74	47.74					27.37	27.37	17.75	17.75
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	68.75										

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 Channelization System Per Month			UNC1X	MQ1	122.50										
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.64										
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	68.75										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	68.75										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring	Nonrecurring	Disconnect	OSS Rates(\$)					
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.36									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33									
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40									
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75									
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50									
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36									
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33									
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40									
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45									
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	51.74									
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	84.05									
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	152.29									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29									
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.67									
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	804.02									
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	201.37									
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39									
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	24.15										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.41										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.16										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	374.52										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.67										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	804.02										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.16										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	387.67										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.67										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	801.57										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	23.23										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	37.74										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	68.38										

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.2067									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	68.75									
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	122.50									
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.92									
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	23.23									
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	37.74									
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	68.38									
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.92									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29									
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.67									
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	801.57									
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	201.37									
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39									
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29									
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33									
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40									
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0101									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.28									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96		31.31	31.31	3.93	3.93
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33									
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40									
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45									

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

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					27.37	12.97	17.77	1.44
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					2.34	21.93	21.93	5.21	5.21			25.93	12.97	16.33	0.48
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES (DID & PBX)															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.20	238.61	37.48	119.79				19.99	19.99	19.99	19.99
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	68.67	404.04	191.38	145.18	4.92			19.99	19.99	19.99	19.99
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	11.19	145.54	105.97	95.57	21.47			19.99	19.99	19.99	19.99
	All Features Offered			UEPTX UEPSX	UEPVF	5.55	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	96.37	407.62	203.11	158.35	40.11			54.75	54.75	11.53	11.53
	UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0018										
	End Office Trunk Port - Shared, Per MOU					0.0002										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.00063										
	Tandem Trunk Port - Shared, Per MOU					0.00033										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.00001										
	Common Transport - Facilities Termination Per MOU					0.00045										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.															
	For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.20	90.00	90.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.20	90.00	90.00					40.71	9.58		
	FEATURES															
	All Features Offered			UEPRX	UEPVF	5.55	0.00	0.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	2.20	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	5.55	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	42.24										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.20	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					40.71	9.58		
	FEATURES																
		All Features Offered			UEPRG	UEPVF	5.55	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					40.71	9.58		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
		2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
		2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.20	90.00	90.00					40.71	9.58		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.20	90.00	90.00					40.71	9.58		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.20	90.00	90.00					27.37	9.58		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.20	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					40.71	9.58		
	FEATURES																
		All Features Offered			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.80	0.41					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					40.71	9.58		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			16.88										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			25.84										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			44.77										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	2.53	90.00	90.00					40.71	9.58		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.53	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.53	90.00	90.00					40.71	9.58		
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	90.00	90.00					40.71	9.58		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.80	0.41					40.71	9.58		
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					40.71	9.58		
		UNBUNDLED REMOTE CALL FORWARDING - RES															
		Non-Recurring															
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UERTR	2.07	21.93	21.93					27.37	12.97	17.77	1.44
		Non-Recurring															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.07	225.00	175.00					40.71	9.58		
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		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															

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			29.59									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			36.58									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			45.06									
		UNE Loop Rates														
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.42									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	27.41									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.89									
		UNE Port Rate														
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.17	600.00	45.00					40.71	9.58	
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		14.61	3.73					40.71	9.58	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		14.61	3.73					40.71	9.58	
		ADDITIONAL NRCs														
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.56	53.56					40.71	9.58	
		Telephone Number/Trunk Group Establishment Charges														
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT														
		UNE Port/Loop Combination Rates														
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	36.62									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	44.49									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	55.39									
		UNE Loop Rates														
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	27.20						40.71	9.58	
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	35.07						40.71	9.58	
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	45.97						40.71	9.58	
		UNE Port Rate														
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	9.42	525.00	400.00				40.71	9.58	
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	77.01	54.04				40.71	9.58	
		ADDITIONAL NRCs														
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
		B-CHANNEL USER PROFILE ACCESS:														
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00						
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)														
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00						
		USER TERMINAL PROFILE														
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00						
		VERTICAL FEATURES														
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	5.55	0.00	0.00				40.71	9.58	
		INTEROFFICE CHANNEL MILEAGE														

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.81	107.11	48.27					40.71	9.58		
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0339	0.00	0.00			0.00					
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																	
UNE Port/Loop Combination Rates																	
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			198.29										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			274.00										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			425.41										
UNE Loop Rates																	
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P		101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P		177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P		329.04							40.71	9.58		
UNE Port Rate																	
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP		96.37	1,150.00	1,150.00					40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP		0.00	238.13	157.11					40.71	9.58		
ADDITIONAL NRCs																	
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF			0.9801									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO			23.02	23.02								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT			46.05	46.05								
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPPP	LNPCN		1.75										
INTERFACE (Provsioning Only)																	
	Voice/Data			UEPPP	PR71V		0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D		0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E		0.00	0.00	0.00								
New or Additional "B" Channel																	
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV		0.00	29.05									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF		0.00	29.05									
	New or Additional Inward Data B Channel			UEPPP	PR7BD		0.00	29.05									
CALL TYPES																	
	Inward			UEPPP	PR7C1		0.00	0.00	0.00								
	Outward			UEPPP	PR7C0		0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC		0.00	0.00	0.00								
Interoffice Channel Mileage																	
	Fixed Each Including First Mile			UEPPP	1LN1A		80.382	198.15	148.18	25.44				40.71	9.58		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B		0.692										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																	
UNE Port/Loop Combination Rates																	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC			170.59										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC			246.30										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC			397.71										
UNE Loop Rates																	
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC		101.92										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC		177.63										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC		329.04										
UNE Port Rate																	
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T		68.67										
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4			258.98	134.03					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring	Nonrecurring	Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		258.98	134.04					40.71	9.58		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		258.98	134.03					40.71	9.58		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95					40.71	9.58		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85					40.71	9.58		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85					40.71	9.58		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85					40.71	9.58		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85					40.71	9.58		
		BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00	600.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
		Alternate Mark Inversion															
		AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42			40.71	9.58		
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00										
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
		Each System can have up to 24 combinations of rates depending on type and number of ports used															
		UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00					40.71	9.58		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00					40.71	9.58		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00					40.71	9.58		
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00					40.71	9.58		
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00					40.71	9.58		
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00					40.71	9.58		
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00					40.71	9.58		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00					40.71	9.58		
	576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00					40.71	9.58		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00					40.71	9.58		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	300.95	16.72					40.71	9.58		
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65			40.71	9.58		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.58	0.00	0.00	0.00	0.00			40.17	9.58		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	9.20	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	1.58	0.00	0.00					40.71	9.58		
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	1.58	0.00	0.00					40.71	9.58		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.64	25.39	13.41	4.19	4.16			40.71	9.58		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.64	78.13	18.42	59.24	11.58			40.17	9.58		
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																

UNBUNDLED NETWORK ELEMENTS - Alabama

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

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring	Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					40.71	9.58		
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					40.71	9.58		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			28.35										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			37.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			56.24										
	UNE Loop Rates															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPCO	UEPLX	14.35									
		2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPCO	UEPLX	23.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPCO	UEPLX	42.24									
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)				UEPCO	UEPRF	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin 2-Way with Operator Screening (AL, KY)				UEPCO	UEPRE	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)				UEPCO	UEPRA	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)				UEPCO	UEPRB	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)				UEPCO	UEPCD	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)				UEPCO	UEPRK	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)				UEPCO	UEPRH	14.00	90.00	90.00					40.71	9.58	
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)				UEPCO	UEPCN	14.00	90.00	90.00					40.71	9.58	
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPCO	LNPCX	0.35									
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent				UEPCO	USAS2		0.00	0.00					40.71	9.58	
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																	
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1			1			69.59									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2			2			76.58									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3			3			85.06									
		UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1			1	UEPPX	UECD1	20.42									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2			2	UEPPX	UECD1	27.41									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3			3	UEPPX	UECD1	35.89									
		UNE Port Rate															
		Exchange Ports - 2-Wire DID Port				UEPPX	UEPD1	40.00	600.00	45.00					40.71	9.58	
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk				UEPPX	USAS1		53.56	53.56					40.71	9.58	
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)				UEPPX	NDT	0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers				UEPPX	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number				UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers				UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers				UEPPX	NDV	0.00	0.00	0.00							
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPPX	LNPCP	3.15	0.00	0.00							
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1			1	UEPPB	UEPPR	87.20									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2			2	UEPPB	UEPPR	104.49									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3			3	UEPPB	UEPPR	115.97									
		UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1			1	UEPPB	UEPPR	USL2X	27.20						40.71	9.58	
		2-Wire ISDN Digital Grade Loop - UNE Zone 2			2	UEPPB	UEPPR	USL2X	35.07						40.71	9.58	

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	45.97							40.71	9.58		
		UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	60.00	525.00	400.00					40.71	9.58		
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		ADDITIONAL NRCs																
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00								
		B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00								
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00								
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00								
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00								
		USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00								
		VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	5.55	0.00	0.00					40.71	9.58		
		INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.81	107.11	48.27					40.71	9.58		
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0339	0.00	0.00								
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			951.92										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			1,027.63										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			1,179.04										
		UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP		USL4P	101.92							40.71	9.58		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	177.63							40.71	9.58		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	329.04							40.71	9.58		
		UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP		UEPPP	850.00	1,150.00	1,150.00					40.71	9.58		
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		ADDITIONAL NRCs																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP		PR7TF		0.9801									
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP		PR7TO		23.02	23.02								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP		PR7ZT		46.05	46.05								
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP		LNPCN	1.75										
		INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP		PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP		PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP		PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP		PR7BV	0.00	40.00									
		New or Additional - Digital Data B Channel			UEPPP		PR7BF	0.00	40.00									
		New or Additional Inward Data B Channel			UEPPP		PR7BD	0.00	40.00									
		CALL TYPES																
		Inward			UEPPP		PR7C1	0.00	0.00	0.00								
		Outward			UEPPP		PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP		PR7CC	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	80.382	198.15	148.18	25.44				40.71	9.58		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.692										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide		sw	UEPDC												
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		170.59										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		246.30										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		397.71										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - Statewide		sw	UEPDC	USLDC											
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	329.04							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,003.02	478.01	211.87	20.77			40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		258.98	134.03					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		258.98	134.04					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		258.98	134.03					40.71	9.58		
	ADDITIONAL NRCS															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4								40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85					40.71	9.58		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42			40.71	9.58		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00					40.71	9.58		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00					40.71	9.58		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00					40.71	9.58		
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00					40.71	9.58		
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00					40.71	9.58		
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00					40.71	9.58		
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00					40.71	9.58		
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00					40.71	9.58		
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00					40.71	9.58		
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00					40.71	9.58		
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00					40.71	9.58		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
System Additions Where Currently Combined and New (Not Currently Combined)																
In Top 8 MSAs and AL, FL, and NC Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65			40.71	9.58		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			40.71	9.58		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			40.17	9.58		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	14.00	0.00	0.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3		14.00	0.00	0.00					40.71	9.58	
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM		0.62	40.00	20.00	6.00	5.00			40.71	9.58	
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU		0.62	110.00	30.00	65.00	20.00			40.17	9.58	
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT		0.00	0.00	0.00							
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4		0.00	0.00	0.00							
		Non-Consecutive DID Numbers - per number			UEPPX	ND5		0.00	0.00	0.00							
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6		0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV		0.00	0.00	0.00							
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP		3.15	0.00	0.00							
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF		5.55	0.00	0.00					40.71	9.58	
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																	
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
4. For Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC, and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, and NC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																	
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91			16.55									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91			25.51									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91			44.44									
UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91			22.62									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91			29.61									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91			38.09									
UNE Loop Rate																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1		14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1		23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1		42.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2		20.42									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2		27.41									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2		35.89									
UNE Ports																	
All States (Except North Carolina and Sout Carolina)																	
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA		2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB		2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH		2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM		2.20							40.71	9.58	

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

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		16.55									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		25.51									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		44.44									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		22.62									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		29.61									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		38.09									
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	42.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	20.42									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	27.41									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	35.89									
		UNE Port Rate														
		All States														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	2.20						40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.20						40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.20						40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.20						40.71	9.58		
		AL, KY, LA, MS, SC, & TN Only														
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	2.20						40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	2.20						40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	2.20						40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	2.20						40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	2.20						40.71	9.58		
		Local Switching														
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.5488									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP95	UEPVF	2.64									
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52						40.71	9.58	
		All Centrex Control Features Offered, per port			UEP95	UEPVC	2.64									
		NARS														
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					40.71	9.58	
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00					40.71	9.58	
		Unbundled Network Access Register - Outdial			UEP95	UAROY	0.00	0.00	0.00					40.71	9.58	
		Miscellaneous Terminations														
		2-Wire Trunk Side														

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Trunk Side Terminations, each			UEP95	CEND6	9.17											
	4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	68.67											
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.25							40.71	9.58		
	Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	24.15											
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0101											
	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	0.64											
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.64											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.64											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.64											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.64											
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.64											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.64											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.80	0.41					40.71	9.58			
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21						40.71	9.58			
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21						40.71	9.58			
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73						40.71	9.58			
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		16.55											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		25.51											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		44.44											
	UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		22.62											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		29.61											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		38.09											
	UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	14.35											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	23.31											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	42.24											
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	20.42											
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	27.41											
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	35.89											
	UNE Port Rate																
	ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.20							40.71	9.58			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.20							40.71	9.58			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.20							40.71	9.58			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.20							40.71	9.58			

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3 Basic Local Area			UEP9D	UEPYG	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.20							40.71	9.58	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.20							40.71	9.58	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.20							40.71	9.58	
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.20							40.71	9.58	
AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.20							40.71	9.58	

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	2.20								40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	2.20								40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	2.20								40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.20								40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.20								40.71	9.58		
	Local Switching																	
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.5488											
	Local Number Portability																	
		Local Number Portability (1 per port)			UEP9D	LNPC	0.35											
	Features																	
		All Standard Features Offered, per port			UEP9D	UEPVF	2.64											
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52										
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.64											
	NARS																	
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00						40.71	9.58		
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00						40.71	9.58		
		Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00						40.71	9.58		
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
		Trunk Side Terminations, each			UEP9D	CEND6	9.17											
	4-Wire Digital (1.544 Megabits)																	
		DS1 Circuit Terminations, each			UEP9D	M1HD1	68.67											
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	28.25							40.71	9.58		
	Interoffice Channel Mileage - 2-Wire																	
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.15											
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0101											
	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	0.64											
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.64											
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.64											
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.64											
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.64											

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot				UEP9D	1PQWQ	0.64									
		Feature Activation on D-4 Channel Bank WATS Loop Slot				UEP9D	1PQWA	0.64									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port				UEP9D	USAC2		2.80	0.41					40.71	9.58	
		New Centrex Standard Common Block				UEP9D	M1ACS	0.00	667.21						40.71	9.58	
		New Centrex Customized Common Block				UEP9D	M1ACC	0.00	667.21						40.71	9.58	
		NAR Establishment Charge, Per Occasion				UEP9D	URECA	0.00	72.73						40.71	9.58	
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1		UEP9E		16.55									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2		UEP9E		25.51									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3		UEP9E		44.44									
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1		UEP9E		22.62									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2		UEP9E		29.61									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3		UEP9E		38.09									
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1		UEP9E	UECS1	14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2		UEP9E	UECS1	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3		UEP9E	UECS1	42.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1		UEP9E	UECS2	20.42									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2		UEP9E	UECS2	27.41									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3		UEP9E	UECS2	35.89									
		UNE Port Rate															
		AL, FL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP9E	UEPYA	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP9E	UEPYB	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area				UEP9E	UEPYH	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area				UEP9E	UEPYM	2.20							40.71	9.58	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area				UEP9E	UEPYZ	2.20							40.71	9.58	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area				UEP9E	UEPY9	2.20							40.71	9.58	
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area				UEP9E	UEPY2	2.20							40.71	9.58	
		AL, KY, LA, MS, & TN Only															
		2-Wire Voice Grade Port (Centrex)				UEP9E	UEPQA	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP9E	UEPQB	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex with Caller ID)1				UEP9E	UEPQH	2.20							40.71	9.58	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2				UEP9E	UEPQM	2.20							40.71	9.58	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term				UEP9E	UEPQZ	2.20							40.71	9.58	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent				UEP9E	UEPQ9	2.20							40.71	9.58	
		2-Wire Voice Grade Port Terminated on 800 Service Term				UEP9E	UEPQ2	2.20							40.71	9.58	
		Local Switching															

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Centrex Intercom Functionality, per port			UEP9E	URECS	0.5488											
	Local	Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPPC	0.35											
	Features																	
		All Standard Features Offered, per port			UEP9E	UEPVF	2.64											
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52					40.71		9.58			
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.64											
	NARS																	
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00					40.71		9.58		
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00					40.71		9.58		
		Unbundled Network Access Register - Outdial			UEP9E	UARO X	0.00	0.00	0.00					40.71		9.58		
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
		Trunk Side Terminations, each			UEP9E	CEND6	9.17											
	4-Wire Digital (1.544 Megabits)																	
		DS1 Circuit Terminations, each			UEP9E	M1HD1	68.67											
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	28.25					40.71		9.58			
	Interoffice Channel Mileage - 2-Wire																	
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	24.15											
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0101											
	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	0.64											
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.64											
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.64											
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.64											
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.64											
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.64											
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.64											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		2.80	0.41					40.71		9.58		
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21						40.71		9.58		
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21						40.71		9.58		
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73						40.71		9.58		
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		16.55											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		25.51											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		44.44											
	UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		22.62											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		29.61											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		38.09											
	UNE Loop Rate																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	14.35											
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	23.31											

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	42.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	20.42										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	27.41										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	35.89										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	2.20						40.71	9.58			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	2.20						40.71	9.58			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	2.20						40.71	9.58			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	2.20						40.71	9.58			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	2.20						40.71	9.58			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	2.20						40.71	9.58			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	2.20						40.71	9.58			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	2.20						40.71	9.58			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP93	URECS	0.5488										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP93	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	2.64										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	2.64										
	NARS															
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				40.71	9.58			
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				40.71	9.58			
	Unbundled Network Access Register - Outdial			UEP93	UARO	0.00	0.00	0.00				40.71	9.58			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP93	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP93	M1HD1	68.67										
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	28.25					40.71	9.58			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP93	MIGBC	24.15										
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0101										
	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	0.64										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.64										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.64										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.64										

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Private Line Loop Slot					UEP93	1PQWV	0.64							
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot					UEP93	1PQWQ	0.64							
		Feature Activation on D-4 Channel Bank WATS Loop Slot					UEP93	1PQWA	0.64							
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port					UEP93	USAC2		2.80	0.41				40.71	9.58
		New Centrex Standard Common Block					UEP93	M1ACS	0.00	667.21					40.71	9.58
		New Centrex Customized Common Block					UEP93	M1ACC	0.00	667.21					40.71	9.58
		NAR Establishment Charge, Per Occasion					UEP93	URECA	0.00	72.73					40.71	9.58
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
		Note 2 - Requires Interoffice Channel Mileage														
		Note 3 - Requires Specific Customer Premises Equipment														
		NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.														

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS																		
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																		
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 Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, 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.																		
		Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN				1.83								
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEc		3.50										
UNBUNDLED EXCHANGE ACCESS LOOP																		
		2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.79	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		17.27	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		33.36	49.57	22.83	25.62	6.57		11.90				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1			77.09					11.90				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA			33.12					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94					11.90				
		Engineering Information Document (EI)			UEANL			12.28	12.28									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02	23.02									
2-WIRE Unbundled COPPER LOOP																		
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		13.83	41.64	19.02	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		15.29	41.64	19.02	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		20.29	41.64	19.02	19.65	5.09		11.90				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			9.00	9.00								
		Engineering Information Document			UEQ			12.28	12.28					11.90				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1			77.09					11.90				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA			33.12					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43					11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																		
		2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		12.79	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		12.79	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		17.27	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		17.27	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		33.36	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		33.36	49.57	22.83	25.62	6.57		11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																		
		2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		14.50	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		19.57	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		37.82	135.75	82.47	63.53	12.01		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL			23.02									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		14.50	135.75	82.47	63.53	12.01		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.57	135.75	82.47	63.53	12.01		11.90					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	37.82	135.75	82.47	63.53	12.01		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90					
		4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	23.02	167.86	115.15	67.08	15.56		11.90					
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	31.07	167.86	115.15	67.08	15.56		11.90					
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	167.86	115.15	67.08	15.56		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90					
		2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.76	147.69	94.41	62.23	10.71		11.90					
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.38	147.69	94.41	62.23	10.71		11.90					
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	56.76	147.69	94.41	62.23	10.71		11.90					
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15				11.90					
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.76	147.69	94.41	62.23	10.71		11.90					
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.38	147.69	94.41	62.23	10.71		11.90					
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	56.76	147.69	94.41	62.23	10.71		11.90					
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.61	44.15				11.90					
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.65	149.53	103.85	75.05	15.63		11.90					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	17.08	149.53	103.85	75.05	15.63		11.90					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	33.00	149.53	103.85	75.05	15.63		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02										
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.65	124.83	71.12	60.64	9.12		11.90					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	17.08	124.83	71.12	60.64	9.12		11.90					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	33.00	124.83	71.12	60.64	9.12		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39				11.90					
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.97	159.09	113.41	75.05	15.63		11.90					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.46	159.09	113.41	75.05	15.63		11.90					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26.00	159.09	113.41	75.05	15.63		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.97	134.40	80.69	60.64	9.12		11.90					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.46	134.40	80.69	60.64	9.12		11.90					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26.00	134.40	80.69	60.64	9.12		11.90					
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90					
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring	Nonrecurring Disconnect				OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.69	193.31	138.98	77.15	12.61		11.90			
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.17	193.31	138.98	77.15	12.61		11.90			
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	40.90	193.31	138.98	77.15	12.61		11.90			
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.69	168.62	115.47	62.74	11.22		11.90			
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.17	168.62	115.47	62.74	11.22		11.90			
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	40.90	168.62	115.47	62.74	11.22		11.90			
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02								
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90			
		4-WIRE DS1 DIGITAL LOOP														
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.44	313.75	181.48	61.22	13.53		11.90			
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	99.13	313.75	181.48	61.22	13.53		11.90			
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	191.51	313.75	181.48	61.22	13.53		11.90			
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04				11.90			
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.39	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.62	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	68.82	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.39	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.62	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	68.82	161.56	108.85	67.08	15.56		11.90			
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02								
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.39	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.62	161.56	108.85	67.08	15.56		11.90			
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	68.82	161.56	108.85	67.08	15.56		11.90			
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74				11.90			
		2-WIRE Unbundled COPPER LOOP														
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.65	148.50	102.82	75.05	15.63		11.90			
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.08	148.50	102.82	75.05	15.63		11.90			
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	33.00	148.50	102.82	75.05	15.63		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.65	123.81	70.09	60.64	9.12		11.90			
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.08	123.81	70.09	60.64	9.12		11.90			
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	33.00	123.81	70.09	60.64	9.12		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63		11.90			
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63		11.90			
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12		11.90			

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12		11.90			
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47				11.90			
4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	18.03	177.87	132.76	77.15	17.73		11.90			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	24.34	177.87	132.76	77.15	17.73		11.90			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	47.02	177.87	132.76	77.15	17.73		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	18.03	153.18	100.03	62.74	11.22		11.90			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	24.34	153.18	100.03	62.74	11.22		11.90			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	47.02	153.18	100.03	62.74	11.22		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73		11.90			
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73		11.90			
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22		11.90			
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22		11.90			
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22		11.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47				11.90			
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		0.00	0.00							
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		343.12	343.12				11.90			
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90			
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		10.52	10.52				11.90			
SUB-LOOPS																
Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23	487.23				11.90			
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25	6.25				11.90			

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25	169.25			11.90				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65	38.65			11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.61	60.19	21.78	47.50	5.26	11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10.27	60.19	21.78	47.50	5.26	11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19.85	60.19	21.78	47.50	5.26	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.12	68.83	30.42	49.71	6.60	11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.96	68.83	30.42	49.71	6.60	11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	21.18	68.83	30.42	49.71	6.60	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.50	51.84	13.44	47.50	5.26	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.68	55.91	17.51	49.71	6.60	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.25	60.19	21.78	47.50	5.26	11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	8.44	60.19	21.78	47.50	5.26	11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	16.30	60.19	21.78	47.50	5.26	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.20	68.83	30.42	49.71	6.60	11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.02	68.83	30.42	49.71	6.60	11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.55	68.83	30.42	49.71	6.60	11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11			11.90				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11			11.90				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		15.58	15.58			11.90				
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.2286	18.02	18.02			11.90				
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		68.08	42.80			11.90				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		110.48	85.20			11.90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63			11.90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63			11.90				
SUB-LOOPS																
		Sub-Loop Feeder														
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23				11.90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25			11.90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32			11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.05	92.75	51.24	58.45	13.07	11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundle Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.05	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.05	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	17.26	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23.29	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	45.00	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	17.26	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23.29	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	45.00	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.04	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	23.00	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	44.43	109.71	66.68	60.21	12.49		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.04	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	23.00	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	44.43	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	46.27	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	62.45	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	120.65	133.77	78.02	85.16	21.21		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	7.25	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	9.79	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	18.92	85.27	42.24	58.54	10.82		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.22	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	19.20	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	37.09	99.66	57.20	60.98	12.28		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	18.68	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	25.21	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	48.71	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	18.68	100.62	58.16	63.54	14.83		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25.21	100.62	58.16	63.54	14.83		11.90			
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	48.71	100.62	58.16	63.54	14.83		11.90			
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02								
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	18.68	100.62	58.16	63.54	14.83		11.90			
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25.21	100.62	58.16	63.54	14.83		11.90			
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	48.71	100.62	58.16	63.54	14.83		11.90			
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02								
SUB-LOOPS																
	Sub-Loop Feeder															
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.69									
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	347.59	3,386.00	407.15	166.83	94.58		11.90			
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.69									
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	402.09	3,386.00	407.15	166.83	94.58		11.90			
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	11.90									
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	62.98									
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	547.22	3,386.00	407.15	166.83	94.58		11.90			
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.65									
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	502.47									
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,577.00	3,386.00	407.15	166.83	94.58		11.90			
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	48.06									
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	251.80									
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,589.00	3,572.00	407.15	168.35	95.43		11.90			
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	331.15	788.39	407.15	168.35	95.43		11.90			
UNBUNDLED LOOP CONCENTRATION																
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90			
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90			
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90			
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90			
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90			
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90			
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90			
UNE OTHER, PROVISIONING ONLY - NO RATE																
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX										
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE										
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN										

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

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. Facility Termination per month			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade- Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
LOCAL CHANNEL - DEDICATED TRANSPORT																	
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULDVX	ULDV2	21.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULDVX	ULDV2	29.62	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV2	57.22	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1		1	ULDVX	ULDR2	21.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULDVX	ULDR2	29.62	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 3		3	ULDVX	ULDR2	57.22	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNDVX	ULDV4	22.81	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNDVX	ULDV4	30.79	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV4	59.48	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	35.28	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47.63	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	92.01	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2.10	10.07	7.08				11.90				

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

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091											
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03		11.90					
		Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05		11.90					
		Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05		11.90					
		Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05		11.90					
		Interoffice Transport - Dedicated - DS1 Per Mile					0.1856											
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05		11.90					
CALLING NAME (CNAM) SERVICE																		
		CNAM for DB Owners, Per Query			OQV		0.001024											
		CNAM for Non DB Owners, Per Query			OQV		0.001024											
		CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90					
		CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90					
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09		11.90					
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09		11.90					
LNP Query Service																		
		LNP Charge Per query			OQV		0.000852											
		LNP Service Establishment Manual						13.83	13.83	12.71	12.71		11.90					
		LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40		11.90					
OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20											
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24											
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20											
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20											
INWARD OPERATOR SERVICES																		
		Inward Operator Services - Verification, Per Call					1.00											
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95											
BRANDING - OPERATOR CALL PROCESSING																		
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				11.90					
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				11.90					
		Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				11.90					
DIRECTORY ASSISTANCE SERVICES																		
		DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275											
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10											
		DIRECTORY TRANSPORT																
DIRECTORY ASSISTANCE SERVICES																		
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04											
		Directory Assistance Data Base Service, per month				DBSOF	150.00											
BRANDING - DIRECTORY ASSISTANCE																		
		Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00									
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00									
		UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00									

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00							
		Unbranding via OLNS for UNEP CLEC														
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
		Loading of DA per Switch per OCN						16.00	16.00							
SELECTIVE ROUTING																
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.55	93.55	12.71	12.71		11.90			
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Cost			AMTFS	EAF		4,122.00	1,249.00							
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00								
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		4.25								
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX		6.95								
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57	11.57				11.90			
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90			
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					11.90			
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					11.90			
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00				11.90			
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83				11.90			
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54								
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89								
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64								
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - DS-1/DCS Cross Connects, PER 28 CKTS			AMTFS	VE11S	226.39	1,950.00									
		Virtual Collocation - DS-1.DSX Cross Connects, PER 28 CKTS			AMTFS	VE11X	11.51	1,950.00									
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	56.97	528.00									
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00									
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89									
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64									
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40									
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.524	11.57	11.57				11.90				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0297	33.86	31.95				11.90				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90				
		End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90				
		Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
		AIN SMS Access Service - Session, Per Minute					0.7809										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Nonrecurring Disconnect				OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Query Charge, Per Query					0.0535927										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08		11.90				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56				11.90				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08		11.90				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56				11.90				
ENHANCED EXTENDED LINK (EELs)																	
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																	
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																	
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																	
NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																	
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		DS1 Channelization System Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3											11.90							
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)							UNCDX	1D1DD	2.10	6.71	4.84			11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1						1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90			
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2						2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90			
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3						3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90			
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month							UNC1X	1L5XX	0.1856									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month							UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC1X	UNCCC			8.98	8.98	8.98	8.98		11.90		
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																				
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1						1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2						2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3						3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90			
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month							UNC3X	1L5XX	3.87									
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month							UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90			
		DS3 to DS1 Channel System combination per month							UNC3X	MQ3	211.19	115.50	56.54	12.16	4.26		11.90			
		DS3 Interface Unit (DS1 COCI) combination per month							UNC1X	UC1D1	13.76	6.71	4.84				11.90			
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1						1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90			
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2						2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90			
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3						3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90			
		DS3 Interface Unit (DS1 COCI) combination per month							UNC1X	UC1D1	13.76	6.71	4.84				11.90			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC3X	UNCCC			8.98	8.98	8.98	8.98		11.90		
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																				
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1						1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90			
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2						2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90			
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3						3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90			
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month							UNCVX	1L5XX	0.0091									
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month							UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03		11.90			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCVX	UNCCC			8.98	8.98	8.98	8.98		11.90		
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																				
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1						1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90			
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2						2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90			

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	386.88	226.42	154.73	67.10	26.27		11.90				
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	226.42	154.73	67.10	26.27		11.90				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90					
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87											
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90					
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	211.19											
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90					
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90					
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90					
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90					
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90					
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90					
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90					
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90					
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091											
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90					
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90					
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90					
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90					
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091											
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90					
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.																
	Node (SynchroNet)																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90					
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports														
		NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs														
		2-WIRE VOICE GRADE LINE PORT RATES (RES)														
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80		11.90			
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				11.90			
		FEATURES														
		All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00				11.90			
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80		11.90			
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80		11.90			
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				11.90			
		FEATURES														
		All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00				11.90			
		EXCHANGE PORT RATES (DID & PBX)														
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187		11.90			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187		11.90			
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				11.90			
		FEATURES														
		All Available Vertical Features			UEPSP	UEPVF	2.26	0.00	0.00				11.90			
		EXCHANGE PORT RATES (COIN)														
		Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80		11.90			
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.														
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.														
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
		EXCHANGE PORT RATES (DID & PBX)														
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26		11.90		1.83	
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10		11.90		1.83	

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93		11.90			1.83
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00				11.90			1.83
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00							
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23		11.90			1.83
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU					0.0007662									
	End Office Trunk Port - Shared, Per MOU					0.000164									
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU					0.0001319									
	Tandem Trunk Port - Shared, Per MOU					0.000235									
	Common Transport														
	Common Transport - Per Mile, Per MOU					0.0000035									
	Common Transport - Facilities Termination Per MOU					0.0004372									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.														
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.															
For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11									
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23									
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.94									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17.06									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	31.87									
2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.17	90.00	90.00				11.90			
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.17	90.00	90.00				11.90			
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.17	90.00	90.00				11.90			
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1.17	90.00	90.00				11.90			
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	90.00	90.00				11.90			
FEATURES															
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00				11.90			
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.102	0.102				11.90			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.102	0.102				11.90			
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				11.90			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11									
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23									
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.94									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPBX	UEPLX	17.06									
		2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPBX	UEPLX	31.87									
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus				UEPBX	UEPBL	1.17	90.00	90.00			11.90				
		2-Wire voice unbundled port with Caller + E484 ID - bus				UEPBX	UEPBC	1.17	90.00	90.00			11.90				
		2-Wire voice unbundled port outgoing only - bus				UEPBX	UEPBO	1.17	90.00	90.00			11.90				
		2-Wire voice unbundled incoming only port with Caller ID - Bus				UEPBX	UEPB1	1.17	90.00	90.00			11.90				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPBX	LNPCX	0.35									
		FEATURES															
		All Features Offered				UEPBX	UEPVF	2.26	0.00	0.00			11.90				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is				UEPBX	USAC2		0.102	0.102			11.90				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change				UEPBX	USACC		0.102	0.102			11.90				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPBX	USAS2		0.00	0.00			11.90				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1			1			14.11									
		2-Wire VG Loop/Port Combo - Zone 2			2			18.23									
		2-Wire VG Loop/Port Combo - Zone 3			3			33.04									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPRG	UEPLX	12.94									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPRG	UEPLX	17.06									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPRG	UEPLX	31.87									
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res				UEPRG	UEPRD	1.17	90.00	90.00			11.90				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPRG	LNPCP	3.15	0.00	0.00			11.90				
		FEATURES															
		All Features Offered				UEPRG	UEPVF	2.26	0.00	0.00			11.90				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPRG	USAC2		8.45	1.91			11.90				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPRG	USACC		8.45	1.91			11.90				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPRG	USAS2	0.00	0.00	0.00			11.90				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.09	7.09			11.90				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1			1			14.11									
		2-Wire VG Loop/Port Combo - Zone 2			2			18.23									
		2-Wire VG Loop/Port Combo - Zone 3			3			33.04									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPLX	12.94									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPLX	17.06									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPLX	31.87									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPX	UEPPC	1.17	90.00	90.00			11.90				
		Line Side Unbundled Outward PBX Trunk Port - Bus				UEPPX	UEPPO	1.17	90.00	90.00			11.90				
		Line Side Unbundled Incoming PBX Trunk Port - Bus				UEPPX	UEPP1	1.17	90.00	90.00			11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	90.00	90.00				11.90				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	90.00	90.00				11.90				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				11.90				
		FEATURES															
		All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00				11.90				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				11.90				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				11.90				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				11.90				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.11										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.23										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			33.04										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.94										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17.06										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.87										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	90.00	90.00				11.90				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	90.00	90.00				11.90				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	90.00	90.00				11.90				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	90.00	90.00				11.90				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.17	90.00	90.00				11.90				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	90.00	90.00				11.90				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	90.00	90.00				11.90				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	90.00	90.00				11.90				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	90.00	90.00				11.90				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring	Nonrecurring	Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102				11.90				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102				11.90				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				11.90				
	UNBUNDLED REMOTE CALL FORWARDING - RES																
	Non-Recurring																
	UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UEPVJ	1.40	3.74	3.63	1.88	1.80		11.90				
	Non-Recurring																
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.62	250.00	250.00				11.90				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.21										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			28.28										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			46.53										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.50						11.90			1.83	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.57						11.90			1.83	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	37.82						11.90			1.83	
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	850.00	75.00				11.90			1.83	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87				11.90				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87				11.90				
	ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
	Telephone Number/Trunk Group Establishment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90			1.83	
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				11.90			1.83	
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90			1.83	
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90			1.83	
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90			1.83	
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90			1.83	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.09										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	38.15										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	59.94										
	UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	24.71					11.90			1.83	
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	30.77					11.90			1.83	
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	52.56					11.90			1.83	
	UNE Port Rate																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
													</			

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90				1.93	
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856											
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		128.39						11.90				1.83	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		154.08						11.90				1.83	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		246.46						11.90				1.83	
		UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	73.44						11.90				1.83	
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	99.13						11.90				1.83	
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	191.51						11.90				1.83	
		UNE Port Rate																
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	54.95						11.90				1.83	
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		95.31	46.71				11.90				1.83	
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		95.31	46.71				11.90				1.83	
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		95.31	46.71				11.90				1.83	
		ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90				1.83	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90				1.83	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90				1.83	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90				1.83	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90				1.83	
		BIPOLAR & ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90				1.83	
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90				1.83	
		Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00									
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00									
		Telephone Number/Trunk Group Establishment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90				1.83	
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90				1.83	
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						11.90				1.83	
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				11.90				1.83	
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90				1.83	
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90				1.83	
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90				1.83	
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90				1.83	
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90				1.83	
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00									
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00									
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00									
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00									
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00								
		Central Office Terminating Point			UEPDC	CTG	0.00											
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																		
Each System can have up to 24 combinations of rates depending on type and number of ports used																		
UNE DS1 Loop																		
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	73.44	0.00	0.00									
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	99.13	0.00	0.00									
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	191.51	0.00	0.00									
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																		
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00				11.90			1.83		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00				11.90			1.83		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00				11.90			1.83		
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00				11.90			1.83		
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00				11.90			1.83		
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,180.60	0.00	0.00				11.90			1.83		
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00				11.90			1.83		
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00				11.90			1.83		
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,361.20	0.00	0.00				11.90			1.83		
		576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00				11.90			1.83		
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00				11.90			1.83		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelizelion with Port - Conversion Charge Based on a System																		
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																		
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																		
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	96.77	4.24				11.90					
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																		
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																		
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24		11.90					
Bipolar 8 Zero Substitution																		
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90					
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00				11.90					
Alternate Mark Inversion (AMI)																		
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00									
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00									
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																		
Exchange Ports																		
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.38	0.00	0.00	0.00	0.00		11.90			1.83		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.38	0.00	0.00	0.00	0.00		11.90			1.83		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.38	0.00	0.00	0.00	0.00		11.90			1.83		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00		11.90			1.83		
Feature Activations - Unbundled Loop Concentration																		
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	25.40	13.41	3.96	3.93		11.90			1.83		
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	78.16	18.42	56.03	10.95		11.90			1.83		
Telephone Number/ Group Establishment Charges for DID Service																		
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90					
		Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC, & SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90					
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90					
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				11.90					
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90					

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		Reserve DID Numbers			UEPPX	NDV			0.00		0.00	0.00				11.90				
		Local Number Portability																		
		Local Number Portability - 1 per port			UEPPX	LNPCP			3.15		0.00	0.00								
		FEATURES - Vertical and Optional																		
		Local Switching Features Offered with Line Side Ports Only																		
		All Features Available			UEPPX	UEPVF			2.26		0.00	0.00				11.90			1.83	
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																				
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																				
These scenarios include:																				
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																				
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																				
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																				
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																				
The Market Rate for unbundled ports includes all available features in all states.																				
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																				
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																				
UNE Port/Loop Combination Rates																				
		2-Wire VG Loop/Port Combo - Zone 1		1					26.94											
		2-Wire VG Loop/Port Combo - Zone 2		2					31.06											
		2-Wire VG Loop/Port Combo - Zone 3		3					45.87											
UNE Loop Rates																				
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX			12.94											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX			17.06											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX			31.87											
2-Wire Voice Grade Line Port (Res)																				
		2-Wire voice unbundled port - residence			UEPRX	UEPRL			14.00	90.00	90.00					11.90				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC			14.00	90.00	90.00					11.90				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO			14.00	90.00	90.00					11.90				
		2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF			14.00	90.00	90.00					11.90				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP			14.00	90.00	90.00					11.90				
LOCAL NUMBER PORTABILITY																				
		Local Number Portability (1 per port)			UEPRX	LNPCX			0.35											
FEATURES																				
		All Features Offered			UEPRX	UEPVF			0.00	0.00	0.00					11.90				
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2				41.50	41.50					11.90				
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC				41.50	41.50					11.90				
ADDITIONAL NRCs																				
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2				0.00	0.00					11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																				
UNE Port/Loop Combination Rates																				
		2-Wire VG Loop/Port Combo - Zone 1		1					26.94											
		2-Wire VG Loop/Port Combo - Zone 2		2					31.06											
		2-Wire VG Loop/Port Combo - Zone 3		3					45.87											
UNE Loop Rates																				
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX			12.94											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX			17.06											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX			31.87											
2-Wire Voice Grade Line Port (Bus)																				
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL			14.00	90.00	90.00					11.90				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC			14.00	90.00	90.00					11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	31.87										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				11.90				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	31.87										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				11.90				