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

guy hicks@bellsouth com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

August 19, 2004

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 Southern Digital Network, Inc d/b/a FDN Communications Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 04-00259

Dear Chairman Miller:

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement, together with the Amendments between BellSouth Telecommunications, Inc. and Southern Digital Network, Inc. d/b/a FDN Communications. The first Amendment is specific to the State of Georgia. The second Amendment adds the State of Tennessee to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Michael P. Gallagher, Southern Digital Network, Inc. d/b/a FDN Communications

#547281

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc and Southern Digital Network, Inc. d/b/a FDN Communications. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT AND AMENDMENTS THERETO NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND SOUTHERN DIGITAL NETWORK, INC. D/B/A FDN COMMUNICATIONS PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Southern Digital Network, Inc. d/b/a FDN Communications ("Southern Digital") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement and the Amendments thereto (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, Southern Digital and BellSouth state the following:

1. Southern Digital and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Southern Digital. The parties have also recently negotiated two amendments to the Agreement. The first Amendment is specific to the State of Georgia. The second Amendment adds the State of Tennessee to the Agreement. Copies of the Agreement and Amendments are attached hereto and incorporated herein by reference.

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

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Southern Digital 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.

5. Southern Digital and BellSouth aver that the Agreement is consistent with the standards for approval.

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

Southern Digital and BellSouth respectfully request that the TRA approve the Agreement and the Amendments negotiated between the parties.

This 19th 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 the 19th day of August, 2004.

Michael P. Gallagher
Southern Digital Network, Inc.
d/b/a FDN Communications
390 North Orange Ave.
Suite 2000
Orlando, Florida 32801-1640

Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Southern Digital Network, Inc.

Southern Digital Network, Inc.	2
Table_of_Contents	3
General_Terms_and_Conditions	6
ATT 1 - Resale	34
GA Att_1_-_Resale_Discounts_and_Rates	54
ATT 2 - UNEs	55
GA Att_2_-_UNE_Rates	134
ATT 3 - Network_Interconnection	183
GA Att_3_-_Local_Interconnection_Rates	213
ATT 4 - Collocation - Central Office1	214
GA Att_4_-_Collocation_Rates	252
ATT 5 - Access_to_Numbers	257
ATT 6 - Ordering	261
ATT 7 - Billing	274
GA Att_7_-_ODUF_ADUF_EODUF_CMDS_Rates	295
ATT 8 - Rights_of_Way	296
ATT 9 - Performance_Measurements	298
ATT_10_-_Implementation_Template	451
ATT_11_-_Disaster_Recovery	461
ATT_12_-_BFR_NBR_Process	472
Southern Digital Network-GA Rate Amendment 9.18.03	477
Southern Digital Network- Amendment-Add States and-TRO 7-6-04	520

By and Between

BellSouth Telecommunications, Inc.

And

Southern Digital Network, Inc.
d/b/a FDN Communications

TABLE OF CONTENTS

General Terms and Conditions
Part A

1. Purpose
2. Term of the Agreement
3. Ordering Procedures
4. Parity
5. White Pages Listings
6. Bona Fide Request/New Business Request Process
7. Local Dialing Parity
8. Court Ordered Requests for Call Detail Records and Other Subscriber Information
9. Liability and Indemnification
10. Intellectual Property Rights and Indemnification
11. Proprietary and Confidential Information
12. Assignments
13. Escalation Procedures
14. Expedite Procedures
15. Resolution of Disputes
16. Taxes
17. Network Maintenance and Management
18. Changes in Subscriber Carrier Selection
19. Force Majeure
20. Adoption of Agreements
21. Modification of Agreement
22. Waivers
23. Governing Law
24. Arms Length Negotiations
25. Notices
26. Relationship of Parties
27. Third Party Beneficiaries
28. Cooperation on Preventing End User Fraud
29. Good Faith Performance
30. Independent Contractor
31. Subcontracting
32. Indivisibility
33. Severability
34. Survival of Obligations
35. Customer Inquiries
36. Compliance with Applicable Law
37. Labor Relations
38. Compliance with the Communicaitons Law Enforcement Act of 1994

39. Rule of Construction
40. Headings of No Force or Effect
41. Multiple Counterparts
42. Implementation of Agreement
43. Additional Fair Competition Requirments
44. Filing of Agreement
45. Entire Agreement

Part B-Definitions

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Physical Collocation

Attachment 5 - Access to Numbers and Number Portability

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

Attachment 7 - Billing

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

Attachment 9 - Performance Measurements

Attachment 10- Implementation Guidelines

Attachment 11–BellSouth Disaster Recovery Plan

Attachment 12–Bona Fide Request/New Business Request Process

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Southern Digital Network, Inc. d/b/a FDN Communications ("Southern Digital"), a Delaware Corporation, and shall be deemed effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Southern Digital or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, Southern Digital is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Georgia, and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, for Southern Digital to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. **Purpose**

The resale, access and interconnection obligations contained herein are intended to enable Southern Digital to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Southern Digital will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. Furthermore, the Parties agree that execution of this agreement will

not preclude either party from advocating its position before the Commission or a court of competent jurisdiction.

1.1 **CLEC Certification**

1.1.1 Prior to execution of this Agreement, Southern Digital agrees to provide BellSouth in writing Southern Digital's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.1.2 To the extent Southern Digital is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Southern Digital will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. **Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Georgia.

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

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

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties or the Commission has not used its order ruling on the petition of either Party, this Agreement shall be extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, may terminate this Agreement upon sixty (60) days notice to the other party, provided, however that in no event shall this Agreement be terminated any earlier than one hundred eighty (180) days following the original expiration date of the Agreement. In the event BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide services to Southern Digital pursuant to (1) the terms, conditions and rates set forth in Bellsouth's standard interconnection agreement in effect and available to CLECs requesting negotiations pursuant to Section 251 of the Act or (2) an agreement adopted by Southern Digital pursuant to Section 20 of this Agreement. Neither party shall refuse

to provide services to the other Party during negotiations of the Subsequent Agreement during the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by Southern Digital, the parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement. The terms of such Subsequent Agreement shall be effective as stated in the Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement, unless the Parties agree otherwise.

3. **Ordering Procedures**

3.1 To the extent not already provided, Southern Digital shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services Southern Digital has ordered, provided however that nothing required in these guides shall override Southern Digital's rights or BellSouth's obligations under this Agreement.

3.3 Southern Digital shall pay charges for Operational Support Systems (OSS) as specifically set forth in Attachments 1, 2, 3, 5 and 7 of this agreement, as applicable.

4. **Parity**

When Southern Digital 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. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Southern Digital shall be at least equal in quality to that which BellSouth provides to itself. 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 Southern Digital 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 Southern Digital 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 end users and service quality as perceived by Southern Digital.

5. **White Pages Listings**

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

5.1 Listings. BellSouth or its agent will include Southern Digital residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Southern Digital and BellSouth subscribers.

5.2 Rates. BellSouth and Southern Digital will provide to each other subscriber primary listing information in the White Pages at no charge except for applicable service order charges as set forth in the applicable tariffs.

5.3 Procedures for Submitting Southern Digital Subscriber Information. BellSouth will provide to Southern Digital a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Southern Digital will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.3.1 Notwithstanding any provision(s) to the contrary, Southern Digital agrees to provide to BellSouth, and BellSouth agrees to accept, Southern Digital's Subscriber Listing Information (SLI) relating to Southern Digital's customers in the geographic area(s) covered by this Interconnection Agreement. Southern Digital authorizes BellSouth to release all such Southern Digital SLI provided to BellSouth by Southern Digital 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 Southern Digital SLI shall be intermingled with BellSouth's own customer 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 Southern Digital for BellSouth's receipt of Southern Digital SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent that it is necessary for BellSouth to incur costs to modify its

systems to enable the release of Southern Digital's SLI, or costs on an ongoing basis to administer the release of Southern Digital SLI, Southern Digital shall pay to BellSouth its proportionate share of the reasonable and nondiscriminatory costs associated therewith. Southern Digital will be notified if it will have to pay such costs and if Southern Digital does not wish to pay its share of these costs, Southern Digital may instruct BellSouth that it does not wish to have its SLI released and Southern Digital shall amend this Agreement accordingly.

5.3.3 Neither BellSouth, nor any agent shall be liable for the content or accuracy of any SLI provided by Southern Digital under this Agreement. Southern Digital shall indemnify, hold armless and defend BellSouth 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 Southern Digital listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Southern Digital any complaints received by BellSouth relating to the accuracy or quality of Southern Digital 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. Southern Digital will be required to provide to BellSouth the names, addresses and telephone numbers of all Southern Digital customers that wish to be omitted from directories.

5.5 Inclusion of Southern Digital Customers in Directory Assistance Database. BellSouth will include and maintain Southern Digital subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Southern Digital will adhere to appropriate procedures regarding lead time, timeliness, format and content of listing information as set forth in the BellSouth Local Interconnection and Facility Based Ordering Guide.

5.6 Listing Information Confidentiality. BellSouth will accord Southern Digital's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Southern Digital's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

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

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Southern Digital subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.

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

Subject to 47 C.F.R. 51.317 and 47 C.F.R. 51.319 BellSouth shall, upon request of Southern Digital, provide to Southern Digital access to network elements not identified in this agreement at any technically feasible point for the provision of Southern Digital's telecommunications service. . Any request by Southern Digital 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, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. Southern Digital End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, Southern Digital 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 To the extent technically feasible, BellSouth maintains call detail records for Southern Digital end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Southern Digital end users for the same length of time it maintains such information for its own end users.

8.2 Southern Digital agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Southern Digital end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 Southern Digital agrees that in cases where Southern Digital receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Southern Digital end users, Southern Digital will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.4 Where BellSouth is providing to Southern Digital telecommunications services for resale or providing to Southern Digital the local switching function, then Southern Digital agrees that in those cases where Southern Digital receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Southern Digital end users, if Southern Digital does not have the requested information, Southern Digital will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.5 Southern Digital will provide Southern Digital end user and/or other customer information that is available to Southern Digital in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Southern Digital end user and/or other customer information to Southern Digital for the purpose of providing this information to the law enforcement agency.

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 Southern Digital revenues.

9.2 Southern Digital Liability. In the event that Southern Digital consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Southern Digital under this Agreement.

9.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Southern Digital shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

9.4 Limitation of Liability.

9.4.1 Except for the indemnification obligations of BellSouth hereunder, with respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Southern Digital, any Southern Digital Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Southern Digital, any Southern Digital Customer or any

other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

9.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by Southern Digital pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, Southern Digital's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of Southern Digital, shall not be subject to such limitation of liability.

9.4.3 Limitations in Tariffs. 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.

9.4.4 Neither BellSouth nor Southern Digital 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.

9.4.5 Except in case of gross negligence or willful or intentional misconduct, 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.

9.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

9.6 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**.**

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. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party. Provided however, Southern Digital may use BellSouth's name solely in truthfully answering direct inquiries by customers or prospective customers regarding the entity that is or will be repairing, servicing or providing their underlying services.

10.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use

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

10.3 Intellectual Property Remedies

10.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

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

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

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

10.3.2.3 In the event 10.3.2.1 or 10.3.2.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if

used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

10.4 Dispute Resolution. Any claim arising under this Section 10 shall be excluded from the dispute resolution procedures set forth in Section 15 and shall be brought in a court of competent jurisdiction.

11. Treatment of Proprietary and Confidential Information

11.1 Confidential Information. It may be necessary for BellSouth and Southern Digital to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Southern Digital shall receive such Information and not disclose such Information. BellSouth and Southern Digital shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Southern Digital with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Southern Digital will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Southern Digital to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Southern Digital; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

12. **Assignments**

Except as stated herein, 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. Where consent to an assignment is required, such consent will not be unreasonably withheld. A Party may assign this Agreement in its entirety to an Affiliate of the Party or to an entity purchasing all or substantially all of its assets 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 Southern Digital, 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. Unless otherwise agreed by the Parties, no assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Southern Digital shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Southern Digital pays all bills, past due and current, under this Agreement, or (2) Southern Digital's assignee expressly assumes liability for payment of such bills.

13. **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.

14. **Expedite Procedures**

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

15. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the

proper implementation of this Agreement, either Party may petition the Commission, the FCC or a court of law for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their obligations under the Agreement while any dispute resolution is pending. BellSouth will not terminate service to Southern Digital; refuse to process Southern Digital orders; or take any other adverse action against Southern Digital in connection with any matter involved in a pending dispute that is the subject of this paragraph.

16. **Taxes**

16.1 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.

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

16.2.1 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.

16.2.2 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.

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

16.3.1 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.

16.3.2 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.

16.3.3 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.

16.3.4 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.

16.3.5 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.

16.3.6 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.

16.3.7 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.

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

16.4.1 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.

16.4.2 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. The Parties agree to use best efforts to bill taxes promptly.

16.4.3 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, and subject to Section 16.4.3.1 below, 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. Both Parties shall retain the right to contest the imposition of such taxes and fees. However, the Party contesting the imposition of such taxes and fees shall bear the resulting expense.

16.4.3.1 If, after consultation in accordance with the preceding paragraph, the purchasing party does not agree with the providing party's final determination as to the application or basis of a tax or fee, and if the providing party, after receipt of a written request by the purchasing party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing party, the purchasing party may utilize the dispute resolution process outlined in Section 15**.** The dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing party pursuant to this subsection during the pendency of dispute resolution. In the event that the purchasing party prevails in dispute resolution, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution the providing party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution, the dispute resolution shall be dismissed as to such common issues, and the final decision rendered in the contest with the imposing authority shall control as to such issues.

16.4.4 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.

16.4.5 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.

16.4.6 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.

16.4.7 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.

16.5 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.

17. Network Maintenance and Management

17.1 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.

17.2 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 or any other Telecommunications Carrier.

17.3 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.

17.4 BellSouth agrees to provide Southern Digital 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 Southern Digital under the terms of this Agreement.

18. Changes In Subscriber Carrier Selection

18.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an Southern Digital Customer or another LEC in order to process an Southern Digital order for Resale Service for an Southern Digital End User. Southern Digital shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by Southern Digital under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

18.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

19. **Force Majeure**

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

20 Adoption of Agreements

BellSouth shall make available to Southern Digital on a state-by-state basis pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, any interconnection, service or network element provided under any other agreement filed and approved under 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions that are legitimately related to the interconnection, service or network element adopted. In such adoption, Southern Digital may adopt a portion of a multi-state agreement relating to all or less than all of the

states covered by such agreement. However, Southern Digital may not adopt a portion of an agreement that applies to one state to apply same in another state. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement or provision adopted.

21. **Modification of Agreement**

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

21.2 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.

21.3 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 Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

21.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material rates, terms, or conditions of this Agreement, or the ability of Southern Digital or BellSouth to perform any material terms of this Agreement, Southern Digital or BellSouth may, on fifteen (15) business 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) business days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 15.

22. **Waivers**

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

23. **Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and applicable state substantive telecommunications law,

including regulations of the FCC and appropriate Commissions. In all other respects, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Georgia.

24. **Arm's Length Negotiations**

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.

25. **Notices**

25.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

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

and

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

Southern Digital Network, Inc.

Michael P. Gallagher
390 North Orange Ave.
Suite 2000
Orlando, Florida 32801-1640

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

25.2 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.

25.3 BellSouth shall provide Southern Digital notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

26. **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 form 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.

27. **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.

28. **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.

29. **Good Faith Performance**

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

30. **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.

31. **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.

32. **Indivisibility**

Any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement if the covenants and promises of Southern Digital with respect to the other services provided under this Agreement had not been made. The parties further acknowledge that the provisioning of collocation space under this Agreement is not intended to be, and shall not be interpreted to be, divisible from the provisioning of the other services by Bellsouth under this Agreement.

33 **Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 15.

34. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

35. **Customer Inquiries**

35.1 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.

35.2 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 35.1 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.

36. **Compliance with Applicable Law**

36.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

36.2 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.

37. **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.

38. **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. 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.

39. **Rule of Construction**

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

40. **Headings of No Force or Effect**

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

41. **Multiple Counterparts**

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

42. **Implementation of Agreement**

If Southern Digital 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 or within 30 days of Southern Digital placing its first order, whichever is later, the Parties will 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. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

43. **Additional Fair Competition Requirements**

43.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

43.2 BellSouth shall allow local exchange customers of Southern Digital to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for Southern Digital local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby Southern Digital shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. Southern Digital agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.

43.3 BellSouth shall not use information derived from providing services or facilities to Southern Digital to create a lead or other information base for a "winback" sales program.

44. **Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Southern Digital shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Southern Digital.

45. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and 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. Except as otherwise provided in this Agreement, any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Southern Digital acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement; provided, however, that nonrecurring charges shall be governed by the rates in effect at the time the order was completed.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Southern Digital. Southern Digital shall elect 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)

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

Southern Digital Network, Inc. d/b/a FDN Communications	BellSouth Telecommunications, Inc.
By: Original Signature on File	By: Original Signature on File
Name: Michael P. Gallagher	Name: Elizabeth R. A. Shiroishi
Title: CEO	Title: Director
Date: 3/12/2003	Date: 3/17/2003

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.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

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

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

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

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary Function is defined as the delivery of traffic from Southern Digital, a CLEC other than Southern Digital or another telecommunications carrier through the network of BellSouth or Southern Digital to an end user of Southern Digital, a CLEC other than Southern Digital or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the

other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is as defined in Attachment 3.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. BellSouth will provide packet switching capability only to the extent required pursuant to FCC rules. BellSouth will make Operator Call Processing and Directory Assistance Services available at the rates set forth in Exhibit C of Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access,

adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Southern Digital designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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.).

Attachment 1

Resale

Table of Contents

1. Discount Rates 3

2. Definition of Terms 3

3. General Provisions 4

4. BellSouth's Provision of Services to Southern Digital 8

5. Maintenance of Services 9

6. Establishment of Service 9

7. Discontinuance of Service 10

8. Operator Services (Operator Call Processing and Directory Assistance) 10

9. Line Information Database (LIDB) 14

10. RAO Hosting 14

11. Optional Daily Usage File (ODUF) 15

12. Enhanced Optional Daily Usage File (EODUF) 15

Resale Restrictions **Exhibit A**

Line Information Database (LIDB) Storage Agreemt **Exhibit B**

Resale Discounts and Rates **Exhibit C**

RESALE

1. Discount Rates

1.1 The discount rates applied to Southern Digital purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit C. 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 Southern Digital for the purposes of resale to Southern Digital's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit C 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 Southern Digital, 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 Southern Digital for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

3.1.1 When Southern Digital 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 Southern Digital does not resell Lifeline services to any end users, and if Southern Digital agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

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

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

3.2 Southern Digital 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 Southern Digital must resell services to other End Users.

3.2.2 Southern Digital cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.3 Southern Digital 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 Southern Digital for said services.

3.4 Southern Digital 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 Southern Digital. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Southern Digital. 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 Southern Digital or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and Southern Digital will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or Southern Digital to the other Party until such time that the order for service has been completed.

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

3.7 Where BellSouth provides local switching or resold services to Southern Digital, BellSouth will provide Southern Digital with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Southern Digital acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Southern Digital 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, Southern Digital shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

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

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

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

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

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

3.13 If Southern Digital 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, Southern Digital 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 Southern Digital remain the property of BellSouth.

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

3.16 Service Ordering and Operational Support Systems (OSS)

3.16.1 Southern Digital must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which Southern Digital may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.

3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit C to this Agreement. An individual LSR

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

3.16.3 Denial/Restoral OSS Charge. In the event Southern Digital 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. Southern Digital will incur an OSS charge for an accepted LSR that is later canceled.

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

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

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

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for Southern Digital per the Bona Fide Request/New Business Request process as set forth in Section 11 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 Southern Digital acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Southern Digital that Special Assembly at the wholesale discount at Southern Digital's option. Southern Digital 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 Southern Digital customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Southern Digital customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Southern Digital 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 Southern Digital 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 Southern Digital, and Southern Digital shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Southern Digital

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

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

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

4.4 If Southern Digital 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.

5. Maintenance of Services

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

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

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

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

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

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

5.7 BellSouth reserves the right to contact Southern Digital'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, Southern Digital will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Southern Digital'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.

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

7. Discontinuance of Service

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

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

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

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

7.1.4 Southern Digital 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 Southern Digital 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 Southern Digital and/or the End User against any claim, loss or damage arising from providing this information to Southern Digital. It is the responsibility of Southern Digital to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.0 Operator Services (Operator Call Processing and Directory Assistance)

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

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

8.2.1 Process 0+ and 0- dialed local calls

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to Southern Digital end user's calling card that can be validated by BellSouth.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

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

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.2.10 Process operator-assisted directory assistance calls.

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

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

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

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Southern Digital.

8.2.15 Provide call records to Southern Digital in accordance with ODUF standards.

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

8.3 Directory Assistance Service

8.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Southern Digital's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit C to one of the provided listings.

8.3.3 Directory Assistance Service Updates

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

8.3.3.1.1 New end user connections

8.3.3.1.2 End user disconnections

8.3.3.1.3 End user address changes

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

8.4 Branding for Operator Call Processing and Directory Assistance

8.4.1 BellSouth's branding feature provides a definable announcement to Southern Digital 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 Southern Digital's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit C

8.4.2 BellSouth offers three branding offering option to Southern Digital when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

8.4.3 Upon receipt of the branding order from Southern Digital, the order is considered firm after ten (10) business days. Should Southern Digital decide to cancel the order, written notification to Southern Digital's BellSouth Account Executive is required. If Southern Digital decides to cancel after ten (10) business days from receipt of the branding order, Southern Digital shall pay all charges per the order.

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

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

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

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

8.4.4.4 Where available, Southern Digital specific and unique line class codes are programmed in each BellSouth end office switch were Southern Digital intends to service end users with customized OCP/DA branding. The line class codes

specifically identify Southern Digital's end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Southern Digital intends to provide Southern Digital-branded OCP/DA to its end users in these multiple rate areas.

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

8.4.4.6 The rates for SCR-LCC are as set forth in Exhibit C of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.

8.4.4.7 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Southern Digital to the BellSouth Tops. The calls are routed to "No Announcement."

8.4.5 Branding via Originating Line Number Screening (OLNS)

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

8.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Southern Digital 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, Southern Digital must submit a manual order form which requires, among other things, Southern Digital's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Southern Digital shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Southern Digital's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Southern Digital end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

8.4.5.3 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit C of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Southern Digital applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Southern Digital shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit C of this Attachment.

8.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicles (NAV) equipment for which Southern Digital requires service.

8.4.5.5 Directory Assistance customized branding uses:

8.4.5.5.1 the recording of Southern Digital

8.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

8.4.5.6 Operator Call Processing customized branding uses:

8.4.5.6.1 the recording of Southern Digital

8.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina)

8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

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

9.2 BellSouth will provide LIDB Storage upon written request to Southern Digital’s Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7 of this Agreement. Rates for ODUF are as set forth in Attachment 7 of this Agreement.

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

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in Attachment 7 of this Agreement. Rates for EODUF are as set forth in Attachment 7 of this Agreement.

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

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 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.

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

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

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

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

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 Southern Digital.

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

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

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

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Southern Digital and pursuant to which BellSouth, its LIDB customers and Southern Digital shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Southern Digital's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Southern Digital 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 Southern Digital, 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 Southern Digital's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. OLNS

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

4. GetData

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

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

5. Fraud Control

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

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

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

IV. Fees for Service and Taxes

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

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.30										
		Business %					17.30										
		CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		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.															
		OSS Service Order Charge, per 1st 1000 Electronic LSRs, per Month (GA)			SYS	SOMGA	550.00										
		OSS Svc Order Charge, per next 1000 Electronic LSRs, per month if applicable (GA)			SYS	SOMGA	110.00										
		Service Establishment Charge For OSS Interfaces (GA)			SYS	SYSLL		200.00									
		Incremental Manual Service Order Charge -- see applicable rate element				SOMAN											
		Manual LSR				SOMAN		22.00	22.00	22.00	22.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						199.56	199.56								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0001275										
		ODUF: Message Processing, per message					0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned					28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.0034555										

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1 INTRODUCTION 3

2 UNBUNDLED LOOPS 4

3 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT 27

4 LOCAL SWITCHING 37

5 UNBUNDLED NETWORK ELEMENT COMBINATIONS 49

6 TRANSPORT, CHANNELIZATION AND DARK FIBER 51

7 BELLSOUTH SWITCHED ACCESS ("SWA") 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE 56

8 LINE INFORMATION DATABASE (LIDB) 56

9 SIGNALING 59

10 OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE) . 65

11 AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS) 71

12 CALLING NAME (CNAM) DATABASE SERVICE 72

13 SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS 73

14 BASIC 911 AND E911 74

15 OPERATIONAL SUPPORT SYSTEMS (OSS) 75

LIDB Storage Agreement ..... Exhibit A

Rates ..... Exhibit B

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 Southern Digital 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 Southern Digital. 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 Southern Digital to purchase other Network Elements or services.

1.2 For purposes of this Agreement**, "**Network Element**"** is defined to mean a facility or equipment Southern Digital used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 Except upon request by Southern Digital, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.3 BellSouth shall, upon request of Southern Digital, and to the extent technically feasible, provide to Southern Digital access to its Network Elements for the provision of Southern Digital'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.

1.4 Southern Digital may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Southern Digital chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of UNE-P and the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Southern Digital to the demarcation point associated with Southern Digital's collocation arrangement.

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

1.6 Southern Digital may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide wireless telecommunications services.

1.7 Rates

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

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

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

1.7.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

1.7.5 Standards for Network Elements

BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Attachment. If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

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. The loop shall include the use of all test access functionality, including, smart jacks, for both voice and data. Southern Digital may access such test access functionality through its collocation space and/or the end users' side of the point of demarcation. Southern Digital shall be entitled to order all loops set forth in Exhibit B of this Attachment. Unless otherwise requested and negotiated, all loops will be provisioned with the appropriate Network Interface Device (NID).

2.1.2 The provisioning of a Loop to Southern Digital'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 Southern Digital can use the Special Construction process to request that BellSouth place facilities in order to meet Southern Digital'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 Southern Digital in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.6 Southern Digital 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 Southern Digital 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 Southern Digital shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Southern Digital 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 Southern Digital will be responsible for testing and isolating troubles on the Loops. Southern Digital must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. At the time of the trouble

report, Southern Digital will provide the results of the Southern Digital test which indicate a problem on the BellSouth provided loop, if BellSouth requests the test results.

2.1.8.2 Once Southern Digital 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 Southern Digital reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Southern Digital for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If Southern Digital reports trouble on a designed loop and no trouble is found, BellSouth will charge Southern Digital for any dispatch and testing outside the central office. If BellSouth informs Southern Digital that no trouble is found, and it is ultimately determined that a BellSouth trouble did exist on the loop at the time of the original trouble report, Southern Digital may request a credit from BellSouth in accordance with Attachment 7 of this Agreement for any dispatch or testing charge with respect to that trouble.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 "Order Coordination" (OC) allows BellSouth and Southern Digital to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Southern Digital'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 (after Section 2.10.1.3).

2.1.9.2 "Order Coordination – Time Specific" (OC-TS) allows Southern Digital to order a specific time for OC to take place. BellSouth will make every effort to accommodate Southern Digital's specific conversion time request. However, BellSouth reserves the right to negotiate with Southern Digital 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. Southern Digital may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Southern Digital specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied

based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Southern Digital when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in Southern Digital's Interconnection Agreement before requesting a conversion.

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

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

2.1.10.4 For the conversion process, Order Coordination comes standard on 2 Wire Unbundled Voice Loop-SL2, 4 Wire Unbundled Voice Loop, 2 Wire ADSL Compatible Loop, 2 and 4 Wire HDSL Compatible Loop, 2 Wire Unbundled ISDN Loop, 2 Wire Unbundled Universal Digital Channel Loop, 4 Wire Unbundled Digital/DSO (19.2/56/64 kbps), and 4 Unbundled DS1/ISDN Loop.

2.1.10.5 Order Coordination is available as a chargeable option on Unbundled Voice Loop-SL1, Unbundled Copper Loop-Non Designed, and Unbundled Copper Loop-Designed.

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber 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, and will be done at parity with changes BellSouth makes for itself, its affiliates, and other CLECs. Southern Digital will be promptly notified of any changes to circuit IDs. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Southern Digital 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 Southern Digital. Southern Digital may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order. 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 For an additional charge BellSouth will make available Loop Testing so that Southern Digital may request further testing on new or reuse BellSouth UVL-SL1 loops. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to Southern Digital. 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 Southern Digital 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, and Southern Digital will be promptly notified 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. Southern Digital 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. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, 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 a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Southern Digital.

2.4.2.5 These loops are not intended to support any particular services and may be utilized by Southern Digital 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, Southern Digital 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 Southern Digital may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by Southern Digital 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 Southern Digital 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 Southern Digital, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Southern Digital will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Southern Digital can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Southern Digital 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 Southern Digital 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 Southern Digital 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 Southern Digital desires BellSouth to condition.

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

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

2.6.1 Where Southern Digital 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 Southern Digital. If a suitable

alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Southern Digital (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 place new facilities under the same terms and conditions with which it provides facilities to its own customers. In some cases, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Such costs will be at parity to what BellSouth charges its retail customers. Southern Digital 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.

2.7.2 BellSouth shall permit Southern Digital to connect Southern Digital's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 Southern Digital may access the end user's customer-premises wiring by any of the following means and Southern Digital shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

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

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

2.7.3.1.3 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

2.7.3.1.4 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.

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

2.7.3.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

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

2.7.4 Technical Requirements

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

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Southern Digital's NID.

2.7.4.3 Existing BellSouth NIDS will be provided in "as is" condition. BellSouth will provide normal maintenance and repair on the NID. Southern Digital may request BellSouth do additional work to the NID on a time and material basis. When Southern Digital deploys its own local loops with respect to multiple-line termination devices, Southern Digital shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, as determined on a non-discriminatory basis, BellSouth shall offer nondiscriminatory 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 Southern Digital requests a UCSL and it is not available, Southern Digital 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 Southern Digital's use on this cross-connect panel. Southern Digital 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, Southern Digital 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. Southern Digital'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 Southern Digital is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Southern Digital's request (capacity shall be determined on a nondiscriminatory, first-come, first-served basis), then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the Website address: http://www.interconnection.bellsouth.com/products/html/unes.html. 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) to accommodate Southern Digital's request for Unbundled Sub-Loops, Southern Digital may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Southern Digital 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 Southern Digital 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 Southern Digital'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, Southern Digital 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 Southern Digital requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Southern Digital 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 either Party owns wiring all the way to the end-users premises. Neither Party will 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 the other Party 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 ("Provisioning Party") will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

2.8.3.3.3 In existing Multi-Dwelling Units (MDUs) and/or Multi-Tenant Units (MTUs) in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, Southern Digital will install UNTW Access Terminals for BellSouth at no additional charge.

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

2.8.3.3.5 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.

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

2.8.3.3.7 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.

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

2.8.3.3.9 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).

2.8.3.3.10 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.

2.8.3.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.11.1 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.

2.8.3.3.11.2 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 Southern Digital’s loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 Southern Digital will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect 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, Southern Digital may request, through the BellSouth Special Construction process, a determination of costs to provide the sub-loop feeder element to Southern Digital. Southern Digital 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.

2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)

2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.

2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.

2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.

2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.

2.8.4.7 Requirements

2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.

2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.

2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to Southern Digital 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 Southern Digital at Southern Digital'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 Southern Digital'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, Southern Digital 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 Southern Digital's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Southern Digital'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 Southern Digital's demarcation point associated with Southern Digital'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 Southern Digital 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 Southern Digital's sub-loops to be placed on the USLC and transported to Southern Digital'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, from an end user's premises that is connected via a cross connect or that can be terminated via a cross connect to the demarcation point associated with Southern Digital's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structures BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Southern Digital to utilize Dark Fiber Loops.

2.8.7.2 Requirements

2.8.7.2.1 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 specific, documented plans to use the fiber within a two year planning period. BellSouth is not required to place the new fiber cable or strands for Dark Fiber Loop if none is available.

2.8.7.2.2 Southern Digital is solely responsible for testing the quality of the Dark Fiber to determine whether its usability and performance specifications meet Southern Digital's service requirements.

2.8.7.2.3 BellSouth shall use its commercially reasonable efforts to provide to Southern Digital information regarding the location, availability and performance of Dark Fiber Loop, within ten (10) business days after receiving a Service Inquiry ("SI") from Southern Digital. At the request of Southern Digital through contact with the Customer Wholesale Interconnection Network Service (CWINS), if made prior to providing access to the facilities, BellSouth will attempt to estimate the transmission loss of the channel at the customer's intended transmission wavelength: provided, however, that BellSouth does not warrant that the customer's channel will operate at that estimated loss or that the transmission loss will remain constant during the period in which the customer obtains the facilities from BellSouth. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Southern Digital's use and may not allow any other party to use such media, including BellSouth while any needed collocation augmentation is under construction.

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

Southern Digital may test Dark Fiber obtained from BellSouth using Southern Digital -designated personnel. BellSouth shall provide appropriate interfaces to allow testing of Dark Fiber.

If the requested Dark Fiber Loop is not available, Bell South shall provide a written response to a CLEC's dark fiber SI within thirty (30) calendar days of receiving the SI. The written response must include specific reasons why dark fiber cannot be provided

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Southern Digital (LMU) information so that Southern Digital can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Southern Digital intends to install and the services Southern Digital wishes to provide. This section addresses LMU as a preordering transaction, distinct from Southern Digital 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 Southern Digital 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 Southern Digital 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, but the information provided will be the same as BellSouth has available for its own use.

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

2.9.1.5 Southern Digital 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 so long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Southern Digital 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 Southern Digital's ability to provide advanced data services over the ordered loop type. Further, if Southern Digital orders loops that

do not require a specific facility medium (i.e. copper only) or loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Southern Digital 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 Southern Digital 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 Southern Digital needs further loop information in order to determine loop service capability, Southern Digital 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) 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, Southern Digital may reserve up to ten Loop facilities. For a Manual LMUSI, Southern Digital may reserve up to three Loop facilities.

2.9.3.2 Southern Digital 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 Southern Digital. During and prior to Southern Digital placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Southern Digital 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. Southern Digital will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Southern Digital does not reserve facilities upon an initial LMUSI, Southern Digital'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 Southern Digital has reserved multiple Loop facilities on a single reservation, Southern Digital may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Southern Digital, subject to availability and on a parity basis, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Southern Digital. If the ordered Loop type is not available, Southern Digital 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 Southern Digital access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user 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 Southern Digital 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**.** In a line sharing arrangement, 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. Southern Digital 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 unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.4 BellSouth will provide Loop Modification to Southern Digital on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a

separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Southern Digital requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, Southern Digital shall pay for the Loop to be restored to its original state.

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

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

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

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

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Southern Digital must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

3.2.1.2 Southern Digital may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Southern Digital's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of Southern Digital in a central office in which Southern Digital is located, Southern Digital shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Southern Digital shall pay the electronic or manual ordering charges as applicable when Southern Digital orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Southern Digital's data.

3.3 **BellSouth Provided Splitter**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Southern Digital access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Southern Digital's xDSL equipment in Southern Digital's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Southern Digital with a carrier notification letter, informing Southern Digital of change. Southern Digital shall purchase ports on the splitter in increments of 8, 24, or 96 ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Southern Digital shall purchase ports on the splitter in increments of 24 or 96 ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Southern Digital's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Southern Digital's DS0 termination point as possible. Southern Digital 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 Southern Digital on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Southern Digital DS0 at such time that a Southern Digital end user's service is established.

3.4 **CLEC Provided Splitter**

3.4.1 Southern Digital may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Southern Digital may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 shall apply.

3.4.2 Any splitters installed by Southern Digital in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards.

Southern Digital may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering**

3.5.1 Southern Digital shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

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

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

3.5.4 BellSouth will provide Southern Digital access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Southern Digital shall pay the rates for such services, as described in Exhibit B.

3.6 **Maintenance and Repair**

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

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Southern Digital will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

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

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

3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Southern Digital, BellSouth will notify Southern Digital. Southern Digital will provide at least one but no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to

resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Southern Digital will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Southern Digital's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

3.7.1 General

3.7.2 Line splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end-users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. Southern Digital shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Southern Digital will not provide voice and data services.

3.7.3 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Southern Digital or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

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

3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Southern Digital or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation

cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. In the case of End Users currently receiving voice service from a Voice CLEC through a UNE-P, Section 3.7.3 applies. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

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

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

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

3.9 Ordering

3.9.1 Southern Digital shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.

3.9.2 BellSouth shall provide Southern Digital the Local Service Request ("LSR") format to be used when ordering Line Splitting service.

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

3.9.4 BellSouth will provide Southern Digital access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Southern Digital shall pay the rates for such services as described in Exhibit B.

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

3.10 Maintenance

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

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

3.10.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.10.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

3.10.5 Where neither Southern Digital nor BellSouth is the data provider and the data provider does not have any contract privity with BellSouth on the data provider's use of the high frequency portion of the loop as contemplated herein, Southern Digital will indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs, including reasonable attorneys' fees, to the extent the basis for such claims is proximately caused by the data provider's use of the high frequency portion of the loop as contemplated in this section, and, except in cases of BellSouth's gross negligence or willful misconduct, Southern Digital's indemnification obligation under this provision will not be subject to the limitation of liability provisions of this Agreement.

3.11 Remote Site High Frequency Spectrum

3.11.1 General

3.11.2 BellSouth shall provide Southern Digital access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth

is the voice service provider to the end user at the rates set forth in this Attachment.

3.11.3 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper sub-loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Southern Digital the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for whom 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 sub-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. Southern Digital shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.11.4 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub- loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.11.5 BellSouth will provide Loop Modification to Southern Digital on an existing sub-loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If Southern Digital requests modifications on a sub loop longer than 18,000 ft. and requested modifications significantly degrades the voice services on the loop, Southern Digital shall pay for the loop to be restored to its original state.

3.11.6 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that 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 Southern Digital desires to continue providing xDSL service on such sub-loop, Southern Digital shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give Southern Digital notice in a reasonable time prior to disconnect, which notice shall give Southern Digital an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and Southern Digital purchases the full

stand-alone sub-loop, Southern Digital may elect the type of sub-loop it will purchase. Southern Digital will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event Southern Digital purchases a voice grade Loop, Southern Digital acknowledges that such sub-loop may not remain xDSL compatible.

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

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

3.12.1 BellSouth will provide Southern Digital with access to the High Frequency Spectrum as follows:

3.12.1.1 To order High Frequency Spectrum on a particular sub-loop, Southern Digital must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such sub-loop.

3.12.1.2 Southern Digital may provide its own splitters or may order splitters in a remote site once the Southern Digital has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of Southern Digital's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.12.1.3 Once a splitter is installed on behalf of Southern Digital in a remote site in which Southern Digital is located, Southern Digital shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and Southern Digital shall pay applicable for High Frequency Spectrum end-user activation.

3.13 BellSouth Owned Splitter

3.13.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The Southern Digital's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). The Southern Digital will provide a cable facility to the BellSouth FDI. BellSouth will splice the Southern Digital's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the Southern Digital's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the Southern Digital's xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.

3.13.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the Southern Digital's Remote Terminal (RT) collocation space and

routed back to the Southern Digital's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide Southern Digital with a carrier notification letter, informing Southern Digital of change. Southern Digital shall purchase ports on the splitter in increments of 24 ports.

3.13.3 BellSouth will install the splitter in (i) a common area close to Southern Digital's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Southern Digital's DS0 termination point as possible. Southern Digital 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 remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Southern Digital DS0 at such time that a Southern Digital end user's service is established.

3.14 **CLEC Owned Splitter**

3.14.1 Southern Digital may at its option purchase, install and maintain splitters in its collocation arrangements. Southern Digital may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. The CLEC will be required to activate cable pairs in no less than 8 (eight) pair increments.

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

3.15 **Ordering**

3.15.1 Southern Digital shall use BellSouth's Remote Splitter Ordering Document ("RSOD") to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

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

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

3.15.4 BellSouth will provide Southern Digital access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Southern Digital shall pay the rates for such services, as described in Exhibit B.

3.15.5 BellSouth shall test the data portion of the sub-loop to ensure the continuity of the wiring for Southern Digital's data.

3.16 **Maintenance and Repair**

3.16.1 Southern Digital shall have access for repair and maintenance purposes, to any sub-loop for which it has access to the High Frequency Spectrum. If Southern Digital is using a BellSouth owned splitter, Southern Digital may access the sub-loop at the point where the data signal exits. If Southern Digital provides its own splitter, it may test from the collocation space or the Termination Point.

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

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

3.16.4 Once a Party has isolated a trouble to the other Party's portion of the sub-loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the sub-loop.

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

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 Southern Digital for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Southern Digital 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 Southern Digital when Southern Digital 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 Southern Digital orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge Southern Digital the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.

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 Southern Digital'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 Southern Digital 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 Southern Digital local end user, or originated by a

BellSouth local end user and terminated to an Southern Digital 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 Southern Digital 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 Southern Digital shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.7 Where Southern Digital 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 Southern Digital 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 Southern Digital the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Southern Digital shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

4.2.9 **Unbundled Port Features**

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

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

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

4.2.9.4 BellSouth will provide to Southern Digital selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Southern Digital will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.

4.2.10 **Remote Call Forwarding**

4.2.10.1 As an option, BellSouth shall make available to Southern Digital an unbundled port with Remote Call Forwarding capability ("URCF service"). URCF service

combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Southern Digital will ensure that the following conditions are satisfied:

4.2.10.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);

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

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

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

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

4.2.11 **Provision for Local Switching**

4.2.11.1 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.

4.2.11.2 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.

4.2.11.3 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.

4.2.11.4 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 Southern Digital all AIN triggers in connection with its SMS/SCE offering.

4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Southern Digital.

4.2.12 **Local Switching Interfaces**.

4.2.12.1 Southern Digital shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

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

4.2.12.1.2 Coin phone signaling;

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

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

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

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

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

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

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 Southern Digital 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 Southern Digital.

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 Southern Digital'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 Southern Digital's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Southern Digital'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 Southern Digital. AIN Selective Carrier Routing will provide Southern Digital 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 Southern Digital shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. 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 Southern Digital, the routing of Southern Digital's end user calls shall be pursuant to information provided by Southern Digital 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, Southern Digital 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 Southern Digital end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. Southern Digital 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 Southern Digital's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Southern Digital, 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 Southern Digital 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 Southern Digital 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 Southern Digital 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 feeder 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 Southern Digital seeks to offer;

4.5.2.3 BellSouth has not permitted Southern Digital to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Southern Digital 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.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by Southern Digital are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” network elements shall mean that the particular network elements requested by Southern Digital are not already combined by BellSouth in the location requested by Southern Digital but are elements that are typically combined in BellSouth’s network. References to “Not

Typically Combined" network elements shall mean that the particular network elements requested by Southern Digital are not elements that BellSouth combines for its use in its network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled loops and unbundled dedicated transport as defined in Section 6. BellSouth shall provide Southern Digital with EELs where they are available.

5.2.2 BellSouth will provide access to EELs in the combinations set forth in Section 5.4.1 below.

5.2.3 EELs are intended to provide service connectivity from an end user's location through that end user's SWC to Southern Digital's collocation space in a BellSouth central office. The circuit must be connected to the Southern Digital's switch for the purpose of provisioning circuit telephone exchange service to the Southern Digital's end-user customers. Southern Digital may connect EELs within the Southern Digital's collocation space to other transport terminating into Southern Digital's switch. Southern Digital may also connect the local loops listed in Section 5.3.1.3 to an appropriate Unbundled Local Channel to form additional EELs which terminate in Southern Digital's switch provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon Southern Digital's request, terminate to a CLEC's Point of Presence ("POP"). Southern Digital will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth's request, Southern Digital shall indicate under what local usage option Southern Digital seeks to qualify. Southern Digital shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1 et seq. is met. BellSouth shall have the right to audit Southern Digital's EELs as specified in Section 5.3.3 below.

5.3 Conversions from Special Access Service to EELs

5.3.1 Southern Digital may not convert existing special access services to combinations of loop and transport network elements, whether or not Southern Digital self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Southern Digital 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 Southern Digital requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Southern Digital shall provide to BellSouth a certification that Southern Digital is providing a significant amount of local exchange service (as described in this

Section) over such combinations. The certification shall also indicate under what local usage option Southern Digital seeks to qualify for conversion of special access circuits. Southern Digital shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.1.1 **Option 1.** Southern Digital certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Southern Digital'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. Southern Digital 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

5.3.1.2 **Option 2:** Southern Digital 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 dial tone 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 this criterion. The loop-transport combination must terminate at Southern Digital'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

5.3.1.3 **Option 3:** Southern Digital certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Southern Digital 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.

5.3.2 If, pursuant to Paragraph 23 of the Supplemental Order Clarification, the FCC grants Southern Digital a waiver of the local usage options set forth in the FCC's rulings, then upon either Parties' request the Parties shall amend this Agreement to

the extent necessary to incorporate the terms of such waiver.

5.3.3 BellSouth may, at its sole discretion, audit Southern Digital's records in order to verify compliance with the local usage option provided by Southern Digital pursuant to Section 5.3.1. The audit shall be conducted by a third party independent auditor, shall take place during normal business hours and at a mutually agreeable time. Southern Digital 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, Southern Digital shall reimburse BellSouth for the cost of the audit. If, based on the audit, Southern Digital is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth will convert such combinations of loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill Southern Digital for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that Southern Digital is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

5.3.4 In the event Southern Digital converts special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section, Southern Digital shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 Rates

5.4.1 Currently Combined EELs listed below in Sections 5.4.1.1-5.4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment and a nonrecurring switch-as-is charge as set forth in Exhibit B of this Attachment..

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

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

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

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

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

5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections 5.4.1.1-5.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

5.4.3 To the extent that Southern Digital requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

5.5 UNE Port/Loop Combinations

5.5.1 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 toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, as long as such combinations are Ordinarily Combined in BellSouth's network.

5.5.3 Except as set forth in Section 5.5.4 below, BellSouth shall provide UNE port/loop combinations described in Section 5.5.6 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 5.5.4 below, BellSouth shall provide UNE port/loop combinations not described in Section 5.5.6 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.

5.5.4 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.

5.5.4.1 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 Southern Digital if Southern Digital's customer has 4 or more DS0 equivalent lines.

5.5.4.2 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. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.

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

5.5.6 Combination Offerings

5.5.6.1 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.

5.5.6.2 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.

5.5.6.3 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.

5.5.6.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, 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.

5.5.6.5 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.

5.5.6.6 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.

5.5.6.7 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.

5.5.6.8 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 **Other UNE Combinations**

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

5.6.2 Rates

5.6.3 The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent Southern Digital requests a Not Typically Combined Combination, or to the extent Southern Digital requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Southern Digital for the provision of a telecommunications service. Interoffice transmission facility network elements include:

6.1.1.1 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 Southern Digital.

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

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

6.1.2 BellSouth shall:

6.1.2.1 Provide Southern Digital 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;

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1 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.

6.1.3.2 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.

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

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

6.2 **Dedicated Transport**

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

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

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Southern Digital.

6.2.1.4 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.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Southern Digital designated traffic.

6.2.2.2 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.

6.2.2.3 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.

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3;

6.2.2.4.4 OC-3;

6.2.2.4.5 OC-12;

6.2.2.4.6 OC-48: and

6.2.2.4.7 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.

6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Southern Digital shall specify the termination points for Dedicated Transport.

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

6.2.2.7 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) 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, Southern Digital 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.

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

6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.

6.3.2.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.2.3 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.2.4 Voice Grade, Digital Data and ISDN can be activated on a DS1 Channelization System through the use of a COCI.

6.3.2.5 Data COCI, which can be activated on a DS1 Channelization System.

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

6.3.3 Technical Requirements

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

6.3.3.2 DS0 to DS1 Channelization

6.3.3.2.1 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.

6.3.3.3 DS1 to DS3 Channelization

6.3.3.3.1 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.

6.3.3.4 DS1 to STS Channelization

6.3.3.4.1 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.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Transport is offered in two configurations: Interoffice Channel, between Southern Digital's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel, from Southern Digital's POP to Southern Digital's collocation arrangement in the POP serving wire center. 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 Southern Digital to utilize Dark Fiber Transport.

6.4.2 Requirements

6.4.2.1 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 specific, documented plans to use the fiber within a two-year planning period BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.2.2 Southern Digital is solely responsible for testing the quality of the Dark Fiber Transport to determine whether its usability and performance specifications meet Southern Digital's service requirements.

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

of the Dark Fiber Transport. At the request of Southern Digital through contact with the Customer Wholesale Interconnection Network Service (CWINS), if made prior to providing access to the facilities, BellSouth will attempt to estimate the transmission loss of the channel at Southern Digital's intended transmission wavelength: provided, however, that BellSouth does not warrant that Southern Digital's channel will operate at that estimated loss or that the transmission loss will remain constant during the period in which Southern Digital obtains the facilities from BellSouth. Within the above 10-day time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Southern Digital's use and may not allow any other party to use such media, including BellSouth while any needed collocation augmentation is under construction.

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

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

7.1 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 Southern Digital's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Southern Digital.

7.2 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)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Southern Digital 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.

8.2 Technical Requirements

8.2.1 BellSouth will offer to Southern Digital any additional capabilities that are developed for LIDB during the life of this Agreement.

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

8.2.3 Within two (2) weeks after a request by Southern Digital, BellSouth shall provide Southern Digital with a list of the customer data items, which Southern Digital 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.

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

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

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

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

8.2.8 BellSouth shall provide priority updates to LIDB for Southern Digital data upon Southern Digital'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.

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Southern Digital customer records will be missing from LIDB, as measured by Southern Digital audits. BellSouth will audit Southern Digital records in LIDB against DBAS to identify record mismatches and provide this data to a designated Southern Digital contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Southern Digital within one business day of audit. Once reconciled records are received back from Southern Digital, 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 Southern Digital to negotiate a time frame for the updates, not to exceed three business days.

8.2.10 BellSouth shall perform backup and recovery of all of Southern Digital'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.

8.2.11 BellSouth shall provide Southern Digital 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 Southern Digital and BellSouth.

8.2.12 BellSouth shall prevent any access to or use of Southern Digital 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 Southern Digital in writing.

8.2.13 BellSouth shall provide Southern Digital 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 Southern Digital at least at parity with BellSouth Customer Data. BellSouth shall obtain from Southern Digital the screening information associated with LIDB Data Screening of Southern Digital 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 Southern Digital under the BFR/NBR process as set forth in Attachment 12.

8.2.14 BellSouth shall accept queries to LIDB associated with Southern Digital customer records, and shall return responses in accordance with industry standards.

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

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

8.3 Interface Requirements

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

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

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

8.3.4 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.

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

9 Signaling

9.1 BellSouth shall offer nondiscriminatory access to signaling and access to BellSouth's signaling systems and 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.

9.2 **Signaling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Southern Digital-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

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

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

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

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

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

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

9.2.4.5 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).

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

9.3.1 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.

9.3.2 Technical Requirements

9.3.2.1 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.

9.3.2.2 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.

9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Southern Digital 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 Southern Digital 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.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Southern Digital 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 Southern Digital database, then Southern Digital agrees to provide BellSouth with the Destination Point Code for Southern Digital database.

9.3.2.5 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).

9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Southern Digital 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.

9.4 SS7 Advanced Intelligent Network (AIN) Access

9.4.1 When technically feasible and upon request by Southern Digital, 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 Southern Digital's SS7 network to exchange TCAP queries and responses with a Southern Digital SCP.

9.4.2 SS7 AIN Access shall provide Southern Digital SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Southern Digital 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 Southern Digital SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect Southern Digital or Southern Digital-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Southern Digital local switching systems; and,

9.4.3.1.2 A B-link interface from Southern Digital local STPs.

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

9.4.3.3 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.

9.4.3.4 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.

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

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

9.5.2 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.

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

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

9.7 **SS7 Network Interconnection**

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

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

9.7.3 If traffic is routed based on dialed or translated digits between a Southern Digital 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 Southern Digital local signaling transfer point switches and BellSouth or other third-party local switch.

9.7.4 SS7 Network Interconnection shall provide:

9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes 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 Southern Digital local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Southern Digital local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

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

9.7.9 Interface Requirements

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

9.7.9.1.1 A-link interface from Southern Digital local or tandem switching systems; and

9.7.9.1.2 B-link interface from Southern Digital STPs.

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

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

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

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

10 Operator Services (Operator Call Processing and Directory Assistance)

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

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

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to Southern Digital end user's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements**,** providing Southern Digital local end users the same IXC access as provided to BellSouth end users.

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

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

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Southern Digital.

10.2.15 Provide call records to Southern Digital in accordance with ODUF standards specified in Attachment 7.

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

10.3 **Directory Assistance Service**

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

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Southern Digital'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.

10.3.3 **Directory Assistance Service Updates**

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

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

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

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to Southern Digital 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 Southern Digital to have its calls custom branded with Southern Digital'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.

10.4.2 BellSouth offers three branding offering options to Southern Digital when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

10.4.3 Upon receipt of the custom branding order from Southern Digital, the order is considered firm after ten business days. Should Southern Digital decide to cancel the order, written notification to Southern Digital's BellSouth Account Executive is required. If Southern Digital decides to cancel after ten business days from receipt of the custom branding order, Southern Digital shall pay all charges per the order.

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

10.4.4.1 Where Southern Digital purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route Southern Digital's end user calls to that provider through Selective Call Routing.

10.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Southern Digital to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is

only available if line class code capacity is available in the requested BellSouth end office switches.

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

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

10.4.4.5 BellSouth Branding is the default branding offering.

10.4.4.6 SCR-LCC supporting Custom Branding and Self Branding require Southern Digital to order dedicated trunking from each BellSouth end office identified by Southern Digital, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Southern Digital 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 applicable BellSouth tariffs.

10.4.4.7 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Southern Digital to the BellSouth TOPS. These calls are routed to "No Announcement."

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

10.4.4.9 UNE Provider Branding via Originating Line Number Screening (OLNS)

10.4.4.10 BellSouth Branding, 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, Southern Digital shall not be required to purchase dedicated trunking.

10.4.4.11 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Southern Digital 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, Southern Digital must submit a manual order form which requires, among other things, Southern Digital's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Southern Digital shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Southern Digital's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Southern Digital end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.4.12 BellSouth Branding is the default branding offering.

10.4.4.13 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Southern Digital applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Southern Digital 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 Southern Digital is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **Facilities Based Carrier Branding**

10.4.5.1 All Service Levels require Southern Digital 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**.**

10.4.5.2 Unbranding is the default branding offering.

10.4.5.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

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

10.4.5.5 Directory Assistance customized branding uses:

10.4.5.5.1 the recording of Southern Digital;

10.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.6 Operator Call Processing customized branding uses:

10.4.5.6.1 the recording of Southern Digital;

10.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina);

10.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

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

10.5.1 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 Southern Digital 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). Southern Digital 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, Southern Digital agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide Southern Digital with a Base File of subscriber listings 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 Southern Digital to prepare the Base File.

10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since Southern Digital's previous update. Delivery of updates will commence immediately after Southern Digital receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Southern Digital mutually develop CONNECT: Direct ™ electronic connectivity. Southern Digital will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 Southern Digital authorizes the inclusion of Southern Digital Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Southern Digital's directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide Southern Digital with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to Southern Digital by BellSouth upon subscription to the service. Subscription to DADAS requires that Southern Digital utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 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)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Southern Digital access to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Southern Digital after Southern Digital provides end user information for input into the ALI/DMS database.

11.2.2 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 Southern Digital requests otherwise and shall be updated if Southern Digital requests, provided Southern Digital supplies BellSouth with the updates.

11.2.3 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.

11.2.4 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.

11.3 Interface Requirements

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Southern Digital end users shall meet industry standards.

12 Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Southern Digital the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Southern Digital 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 Southern Digital’s access to BellSouth’s CNAM Database Services and shall be addressed to Southern Digital’s Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to Southern Digital requires interconnection from Southern Digital to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

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

12.5 If Southern Digital 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 Southern Digital desires to query.

12.6 If Southern Digital 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.

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

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

12.9 Southern Digital 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

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Southern Digital the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

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

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

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

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

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

14 Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to Southern Digital 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. Southern Digital 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. Southern Digital will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Southern Digital will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. Southern Digital shall install a minimum of two dedicated trunks originating from the Southern Digital 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. Southern Digital will be required to provide BellSouth daily updates to the E911 database. Southern Digital 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, Southern Digital 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. Southern Digital 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.

14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Southern Digital beyond applicable charges for BellSouth trunking arrangements.

14.5 Basic 911 and E911 functions provided to Southern Digital shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which Southern Digital may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

15.3 Denial/Restoral OSS Charge

15.3.1 In the event Southern Digital 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.

15.4 Cancellation OSS Charge

15.4.1 Southern Digital will incur an OSS charge for an accepted LSR that is later canceled.

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

15.4.3 Network Elements and Other Services Manual Additive

15.4.4 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 Southern Digital 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 Southern Digital.

C. Special billing number - a ten-digit number that identifies a billing account established by Southern Digital.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by Southern Digital 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 Southern Digital.

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 Southern Digital.

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

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

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

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Southern Digital and pursuant to which BellSouth, its LIDB customers and Southern Digital shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Southern Digital's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Southern Digital 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 Southern Digital, 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 Southern Digital's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

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 Southern Digital has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

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

3. OLNS

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

4. GetData

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

5. Fraud Control

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

1. BellSouth will identify Southern Digital end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Southern Digital is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

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

IV. Fees for Service and Taxes

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

409572v1

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																	
		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.															
		OSS Service Order Charge, per 1st 1000 Electronic LSRs, per Month (GA)			SYS	SOMGA	550.00										
		OSS Svc Order Charge, per next 1000 Electronic LSRs, per month if applicable (GA)			SYS	SOMGA	110.00										
		Service Establishment Charge For OSS Interfaces (GA)			SYS	SYSLL		200.00									
		Incremental Manual Service Order Charge -- see applicable rate element				SOMAN											
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.21	42.54	31.33					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.41	42.54	31.33					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.08	42.54	31.33					18.94	8.42	0.00	0.00
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83					18.94	8.42	0.00	0.00
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92					18.94	8.42	0.00	0.00
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33					18.94	8.42	0.00	0.00

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.92								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		14.47	14.47								
		Manual Order Coordiantion for UVL-SL1s (per loop)			UEANL	UEAMC		16.11	16.11								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		35.74	35.74								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																
		2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40					18.94	8.42	0.00	0.00
		2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40					18.94	8.42	0.00	0.00
		2 Wire Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40					18.94	8.42	0.00	0.00
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83					18.94	8.42	0.00	0.00
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		16.11	16.11					18.94	8.42	0.00	0.00
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		28.72	28.72					18.94	8.42	0.00	0.00
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					18.94	8.42	0.00	0.00
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					18.94	8.42	0.00	0.00
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42					18.94	8.42	0.00	0.00
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)																
		2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	12.59	22.14	15.25					18.94	8.42		
		2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	12.59	22.14	15.25					18.94	8.42		
		2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	14.26	22.14	15.25					18.94	8.42		
		2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	14.26	22.14	15.25					18.94	8.42		
		2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	21.62	22.14	15.25					18.94	8.42		
		2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	21.62	22.14	15.25					18.94	8.42		
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	16.84	104.17	78.10					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.45	104.17	78.10					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.92	104.17	78.10					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.84	104.17	78.10					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.45	104.17	78.10					18.94	8.42	0.00	0.00
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.92	104.17	78.10					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36					18.94	8.42	0.00	0.00
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10					18.94	8.42	0.00	0.00
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	22.26	206.95	170.57					18.94	8.42	0.00	0.00
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	25.70	206.95	170.57					18.94	8.42	0.00	0.00
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	40.86	206.95	170.57					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36					18.94	8.42	0.00	0.00
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	233.38	180.35					18.94	8.42	0.00	0.00
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	233.38	180.35					18.94	8.42	0.00	0.00
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	233.38	180.35					18.94	8.42	0.00	0.00
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		35.74									

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		120.98	33.04					18.94	8.42	0.00	0.00
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.89	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	25.27	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	40.17	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		CLEC to CLEC Conversion Charge without outside dispatch	I		UDC	UREWO		44.69	31.55					18.94	8.42	0.00	0.00
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		44.69	29.29					18.94	8.42	0.00	0.00
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	9.09	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	14.46	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	14.46	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		44.69	31.55					18.94	8.42	0.00	0.00
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	10.39	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	12.00	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		44.69	31.55					18.94	8.42	0.00	0.00
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	55.53	429.98	268.18					18.94	8.42	0.00	0.00

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	64.13	429.98	268.18					18.94	8.42	0.00	0.00
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	101.93	429.98	268.18					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		100.91	42.97					18.94	8.42	0.00	0.00
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	25.75	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	29.74	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	47.27	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.75	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	29.74	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	47.27	348.55	241.20					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		35.74									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.75	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	29.74	348.55	241.20					18.94	8.42	0.00	0.00
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	47.27	348.55	241.20					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		35.74									
		CLEC to CLEC Conversion Charge without outside dispatc h			UDL	UREWO		101.95	49.66					18.94	8.42	0.00	0.00
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	35.56	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	41.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	65.28	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.56	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	41.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.28	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		44.69	31.55					18.94	8.42	0.00	0.00
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	12.02	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	13.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	22.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	12.02	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	13.88	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	22.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	35.56	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	41.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	65.28	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	35.56	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	41.07	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	65.28	44.69	31.55	25.65	7.06			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		CLEC to CLEC conversion Charge without outside dispatch	I		UCL	UREWO		44.69	31.55					18.94	8.42	0.00	0.00
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, UEPSR, UEPSB	ULM2L		0.00	0.00					18.94	8.42	0.00	0.00
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		0.00	0.00					18.94	8.42	0.00	0.00
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL, UEA	ULM4L		0.00	0.00					18.94	8.42	0.00	0.00
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		0.00	0.00					18.94	8.42	0.00	0.00
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		0.00	0.00					18.94	8.42	0.00	0.00
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	0.00	0.00
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10					18.94	8.42	0.00	0.00
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		394.74	394.74					18.94	8.42	0.00	0.00
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		154.57	154.57					18.94	8.42	0.00	0.00
		Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	1.37	2.48	2.48	1.74	1.74			18.94	8.42	0.00	0.00
		Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	2.74	4.96	4.96	1.74	1.74			18.94	8.42	0.00	0.00
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12	207.01	171.32					18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		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	0.00	0.00
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.37	2.48	41.59	115.85	19.17			18.94	8.42	0.00	0.00

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		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	0.00	0.00
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.84	8.42	0.00	0.00
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42	0.00	0.00
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.22	34.22								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42	0.00	0.00
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42	0.00	0.00
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42	0.00	0.00
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.22	34.22								
	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	0.00	0.00
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines	I		UENTW	UND12		86.37	56.69					18.94	8.42	0.00	0.00
		Network Interface Device (NID) - 1-6 lines	I		UENTW	UND16		127.93	98.21					18.94	8.42	0.00	0.00
		Network Interface Device Cross Connect - 2 W	I		UENTW	UNDC2		6.15	6.15					18.94	8.42	0.00	0.00
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		6.15	6.15								
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	0.00	0.00
		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	0.00	0.00
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		521.57	11.30					18.94	8.42	0.00	0.00
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58	206.44	170.05					18.94	8.42	0.00	0.00
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		35.74									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58	206.44	170.05					18.94	8.42	0.00	0.00
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		35.74									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58	206.44	170.05					18.94	8.42	0.00	0.00
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		35.74									
		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	0.00	0.00
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		35.74									
		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	0.00	0.00
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		35.74									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58			18.94	8.42	0.00	0.00
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		35.74									
		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		35.74									
		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	0.00	0.00
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		35.74									
		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	0.00	0.00
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		35.74									
		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		35.74									

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		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		35.74									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	12.80										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	329.94	3,396.56	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	12.80										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	372.78	3,396.56	406.50	163.61	92.75			18.94	8.42		
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					19.99	19.99	19.99	19.99
		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			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		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 Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	8.90										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	390.34	639.50	426.40					37.55	37.55	18.03	18.03
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	8.90										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	421.59	639.50	426.40					37.55	37.55	18.03	18.03
LOOP MAKE-UP																	

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		35.00	35.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		45.00	45.00								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	131.00	0.00	0.00					18.94	8.42		
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	32.00	0.00	0.00					18.94	8.42		
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	11.00	0.00	0.00					18.94	8.42		
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		131.55	0.00					18.94	8.42		
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	10.51	7.70					18.94	8.42		
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		36.23	13.23					18.94	8.42		
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		36.23	13.23					18.94	8.42		
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31					18.94	8.42		
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	53.48	34.48	16.45	12.75			18.94	8.42		
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	53.48	34.48	16.45	12.75			18.94	8.42		
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	31.13	136.10	0.00					18.94	8.42		
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		123.70	0.00					18.94	8.42		
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	10.51	7.70					18.94	8.42		
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	10.51	7.70					18.94	8.42		
		Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		36.04	11.96					18.94	8.42		
		Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		36.04	11.96					18.94	8.42		
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	17.07	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	17.07	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.45	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.45	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.4523										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	78.47	147.07	111.75					18.94	18.94		
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	788.00	511.10	330.77					37.55	37.55	18.03	18.03
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.72										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	783.63	511.10	449.91					61.19	61.19	3.17	3.17
	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			ULDVX	ULDV2	13.91	382.95	62.40					18.94	8.42		
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	13.91	382.95	62.40					18.94	18.94		
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX	ULDV4	14.99	368.44	64.05					18.94	8.42		
		Local Channel - Dedicated - DS1			ULDD1	ULDF1	38.36	356.15	312.89					44.22	44.22	18.03	18.03
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	6.92										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	515.91	639.50	426.31					37.55	37.55	18.03	18.03
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	517.56	639.50	426.31					18.94	18.94		
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	44.22										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,355.29	273.69					18.94	18.94		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	44.22										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,355.29	273.69					18.94	18.94		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	44.22										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,355.29	273.69					18.94	18.94		
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0004868										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		6.57	0.76					18.94	18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			12.81	1.45					18.94	18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		12.81	1.45					18.94	18.94		
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.46	2.23					18.94	18.94		
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.22	2.99					18.94	18.94		
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		7.33	0.76					18.94	18.94		
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.72	4.46					18.94	18.94		
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000338										
		LIDB Validation Per Query			OQU		0.0105974										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		50.30						18.94	18.94		
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	133.99										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.000087										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.05	131.96	131.96					18.94	18.94		
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.05	131.96	131.96					18.94	18.94		
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000354										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	340.67										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					18.94	18.94		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					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					18.94	18.94		
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 Svcs - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
	Facility based CLEC																
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00					19.99	19.99		
	UNEP CLEC																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						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					19.99	19.99		
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 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		3,000.00	3,000.00					18.94	8.42		
		Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00					18.94	8.42		
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00					18.94	8.42		
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00					18.94	8.42		
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00					18.94	8.42		
		Loading of DA per Switch per OCN						16.00	16.00					18.94	8.42		
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		199.56	199.56					33.67	7.88		
VIRTUAL COLLOCATION																	

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.03	24.56	23.56	9.20	8.30			19.99	19.99		
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0318	11.94	11.46					19.99	19.99		
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		391,788.00						19.99	19.99	19.99	19.99
		End Office Establishment			SRC	SRCEO		320.53	320.53					19.99	19.99	19.99	19.99
		Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06					19.99	19.99	19.99	19.99
		Query NRC, per query			SRC		0.000448										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		90.25	90.25					18.94	18.94		
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		29.66	29.66					18.94	18.94		
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		29.66	29.66					18.94	18.94		
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		84.43	84.43					18.94	18.94		
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		35.44	35.44					18.94	18.94		
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0023										
		AIN SMS Access Service - Session, Per Minute					0.0795604										
		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		86.74	86.74					18.94	18.94		
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,348.00	8,348.00					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		19.13	19.13					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		114.80	114.80					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		19.13	19.13					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		70.06	70.06					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		70.06	70.06					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		70.06	70.06					18.94	18.94		
		AIN Toolkit Service - Query Charge, Per Query					0.0209223										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0053137										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.46										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	15.96	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.0861109	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.87	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0028704	22.64	22.64					18.94	18.94		
ENHANCED EXTENDED LINK (EELs)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for EELs provisioned as ' Currently Combined' Network Elements.															
		NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.															
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.10					18.94	8.42		
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		DS1 Channelization System Per Month			UNC1X	MQ1	126.22										
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.10					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	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	22.26	206.95	170.57					18.94	8.42		
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	126.22										
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	22.26	206.95	170.57					18.94	8.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	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	25.75	384.56	241.20					18.94	8.42		
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85

UNBUNDLED NETWORK ELEMENTS - Georgia														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	126.22										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.75	384.56	241.20					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					18.94	8.42		
		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	25.75	348.55	241.20					18.94	8.42		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	126.22										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.75	348.55	241.20					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
		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	55.53	443.20	138.69					18.94	8.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.72										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	788.00	198.45	153.15					37.55	37.55	18.03	18.03
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	137.73	196.66	204.61					18.94	8.42		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		12.97	11.27					45.46	15.72		
	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	16.84	104.14	78.10					18.94	8.42		
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0222										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	17.07	79.61	36.08					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		12.97	11.27					45.46	15.72		
	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	22.26	206.95	170.57					18.94	8.42		
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0222										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.07	79.61	36.08					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		12.97	11.27					45.46	15.72		
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	8.90										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	390.34	639.50	426.40					37.55	37.55	18.03	18.03
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.72										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	788.00	198.45	153.15					37.55	37.55	18.03	18.03
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		12.97	11.27					45.46	15.72		
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	8.90										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	421.59	639.50	426.40					37.55	37.55	18.03	18.03
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.72										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	783.63	198.45	449.91					37.55	37.55	18.03	18.03
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		12.97	11.27					45.46	15.72		
		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	21.89	233.38	180.38					18.94	8.42		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	25.27	233.38	180.38					18.94	8.42		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	40.17	233.38	180.38					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	126.22										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.37	12.02	8.66					33.63	27.49	19.88	11.85
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.89	233.38	180.38					18.94	8.42		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.27	233.38	180.38					18.94	8.42		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	40.17	233.38	180.38					18.94	8.42		
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.37	12.02	8.66					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
		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	55.53	443.20	138.69					18.94	8.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.72										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	783.63	198.45	449.91					37.55	37.55	18.08	18.03
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	182.04	196.66	204.61					37.55	37.55	18.08	18.03
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					37.55	37.55	18.08	18.03
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		12.97	11.27					45.46	15.72		
		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	25.75	384.56	241.20					18.94	8.42		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0222										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	16.45	147.07	111.75					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		12.97	11.27					45.46	15.72		
	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	25.75	348.55	241.20					18.94	8.42		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0222										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	16.45	147.07	111.75					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		12.97	11.27					45.46	15.72		
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		12.97	11.27					18.94	18.94		
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			UNCVX	ULDV2	13.91	272.07	60.43					18.94	18.94		
		Local Channel - Dedicated - 4-Wire Voice Grade			UNCVX	ULDV4	14.99	272.07	60.43					18.94	18.94		
		Local Channel - Dedicated - DS1			UNC1X	ULDF1	38.36	356.15	312.89								
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	6.92										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	515.91	639.50	426.31					18.94	18.94		
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	517.56	639.50	426.31					18.94	18.94		
	Optional Features & Functions:																
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		65.02						18.94	8.42		
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.02						18.94	8.42		
	MULTIPLEXERS																
	NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces																
	NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces																
		DS1 to DS0 Channel System (with the higher-level connected to a collocation in the same SWC) per month			UXTD1	MQ1	126.22	198.22	123.59					14.75	6.55	10.70	
		DS1 to DS0 Channel System (used to channelize a DS1 Local Channel) per month			ULDD1	MQ1	126.22	198.22	123.59					14.75	6.55	10.70	
		DS1 to DS0 Channel System (used to channelize a DS1 Interoffice Channel) per month			U1TD1	MQ1	126.22	198.22	123.59					14.75	6.55	10.70	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.86	12.02	8.66					14.75	6.55	10.70	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.86	12.02	8.66					14.75	6.55	10.70	

UNBUNDLED NETWORK ELEMENTS - Georgia														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 ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.37	12.02	8.66					14.75	6.55	10.70	
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.37	12.02	8.66					14.75	6.55	10.70	
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.17	12.02	8.66					14.75	6.55	10.70	
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.17	12.02	8.66					14.75	6.55	10.70	
		DS3 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTD3	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		DS3 to DS1 Channel System (used to channelize a DS3 Local Channel) per month			ULDD3	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		DS3 to DS1 Channel System (used to channelize a DS3 Interoffice Channel per month			U1TD3	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		STS-1 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTS1	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		STS-1 to DS1 Channel System (used to channelize a STS-1 Local Channel) per month			ULDS1	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		STS-1 to DS1 Channel System (used to channelize a STS-1 Interoffice Channel) per month			U1TS1	MQ3	182.04	265.91	188.78					14.75	6.55	10.70	
		DS1 COCI used with Loop per month			USL	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL, U1TUA	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	11.02	12.02	8.66					14.75	6.55	10.70	
	Sub-Loop Feeder																
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	UNC1X	USBFG	79.30	203.69	128.76	124.09	34.80						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.85		17.16					18.94	8.42		
		Exchange Ports - 2-Wire Voice Georgia basic dialing port without Caller ID			UEPSR	UEPWC	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPSR	UEPWQ	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPSR	UEPWR	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.85	17.16	17.16					18.94	8.42		
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					18.94	8.42		
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					18.94	8.42		
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.85	17.16	17.16					18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire Voice Georgia Business Basic Dialing Port, with Caller ID capability			UEPSB	UEPWP	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.85	17.16	17.16					18.94	8.42		
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.85	17.16	17.16					18.94	8.42		
		Exchange Ports - 2-Wire Voice Georgia Business Dialing Plan without Caller ID			UEPSB	UEPWD	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.85	17.16	17.16					18.94	8.42		
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					18.94	8.42		
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					18.94	8.42		
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia extended dialing port, PBX 1-Way Outdial Trunk			UEPSE	UEPPO	1.85	17.16	17.16					18.94	8.42		
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.85	17.16	17.16					18.94	8.42		
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.85	17.16	17.16					18.94	8.42		
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.85	17.16	17.16					18.94	8.42		
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.85	17.16	17.16					18.94	8.42		
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.85	17.16	17.16					18.94	8.42		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPSP	UEPWS	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPSP	UEPWT	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPSP	UEPPQ	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Ports			UEPSP	UEPPS	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - PBX Toll Terminal Ports			UEPSP	UEPPT	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - PBX LD DDD Terminal Port			UEPSP	UEPPU	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard Port			UEPSP	UEPPV	1.85	17.16	17.16					18.94	8.42		
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard DDD Capable Port			UEPSP	UEPPW	1.85	17.16	17.16					18.94	8.42		
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					18.94	8.42		
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00					18.94	8.42		
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					2.05	17.16	17.16					18.94	8.42		
	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.																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
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																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	11.35	61.91	61.91					19.99	19.99	19.99	19.99
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	120.80	108.38	60.88					19.99	19.99	19.99	19.99
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.47	47.37	47.37					39.98	39.98		
	All Features Offered			UEPTX UEPSX	UEPVF	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange 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	163.16	186.80	186.80					37.88	37.88		
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.85	17.16	17.16					18.94	8.42		
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		2.01	0.31					33.67	7.88	11.17	3.91
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		2.01	0.31								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.85	17.16	17.16					18.94	8.42		
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.85	17.16	17.16					18.94	8.42		
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		2.01	0.31					33.67	7.88	11.17	3.91
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		2.01	0.31								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0016333										
	End Office Trunk Port - Shared, Per MOU					0.0001564										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0006757										
	Tandem Trunk Port - Shared, Per MOU					0.0002126										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.000008										
	Common Transport - Facilities Termination Per MOU					0.0004152										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
UNE Loop Rates																

UNBUNDLED NETWORK ELEMENTS - Georgia														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 (SL1) - Zone 1		1	UEPRX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	19.83										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.79	22.14	15.25	8.45	3.91			37.06	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port without Caller ID capability - res			UEPRX	UEPWC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPRX	UEPWQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
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		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.01	0.3108					33.67	7.88		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	19.83										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - bus			UEPBX	UEPWD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - bus			UEPBX	UEPWP	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.01	0.3108								
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Georgia														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 - Subsequent Activity			UEPBX	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
		2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
		2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia extended dialing port, PBX 1-Way Outdial Trunk			UEPRG	UEPPO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
	FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.01	0.3108					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
		2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
		2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.79	22.14	15.25	8.45	3.91			37.06	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia														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 unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPPX	UEPWS	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPPX	UEPPQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Ports			UEPPX	UEPPS	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX Toll Terminal Ports			UEPPX	UEPPT	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD DDD Terminal Port			UEPPX	UEPPU	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard Port			UEPPX	UEPPV	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard DDD Capable Port			UEPPX	UEPPW	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
																11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX 2-Way Trunk			UEPPX	UEPPC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.01	0.3108					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.69										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			14.36										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			21.72										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	19.83										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)			UEPCO	UEPGB	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)			UEPCO	UEPCH	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia														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 UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.59	0.00	0.00	0.00	0.00			33.67	7.88	11.17	3.91
	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		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.01	0.31					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.69										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			21.30										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.77										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.92										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.85	121.33	95.26	8.45	3.91			37.06	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - res			UEPFR	UEPWC	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPFR	UEPWQ	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPFR	UEPWR	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0222										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		93.83	93.83					33.67	7.88		
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.69										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			21.30										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.77										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.92										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia														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 unbundled port outgoing only - bus			UEPFB	UEPBO	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - bus			UEPFB	UEPWD	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - bus			UEPFB	UEPWP	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0222										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		93.83	93.83								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.69										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			21.30										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.77										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30.92										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.85	121.33	95.26	8.45	3.91			37.06	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPFP	UEPWS	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPFP	UEPWT	1.85	121.33	95.26	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0222										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
FEATURES																
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		93.83	93.83					33.67	7.88	11.17	3.91
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			28.19										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.80										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			42.27										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.84										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.45										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.92										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	11.35	166.08	140.01					33.67	7.88		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		93.38	93.38					33.67	7.88		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		93.38	93.38					33.67	7.88		
ADDITIONAL NRCs																
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		35.36										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		38.74										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		53.64										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.89							19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	25.27							19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.17							19.99	19.99		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	13.47	280.75	227.72					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	93.38	93.38					19.99	19.99		
ADDITIONAL NRCs																
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB UEPPR	USASB		165.95						19.99	19.99		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00					19.99	19.99		
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	16.47	79.61	36.08					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0222	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		218.69										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		227.29										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		265.09										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	55.53							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	64.13							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	101.93							19.99	19.99		
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	163.16	616.78	454.98					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	269.96	269.96					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.9686									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.75	22.75								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		45.49	45.49								
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	28.71						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	28.71						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	28.71						19.99	19.99		
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	78.9223	147.07	111.75	0.00				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.4523										
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		176.33										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		184.93										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		222.73										
UNE Loop Rates																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	55.53							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	64.13							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	101.93							19.99	19.99		
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	120.80	519.42	320.64					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		269.96	269.96					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		147.47	147.47								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.71	28.71					19.99	19.99		
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 Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	78.47	147.07	111.75					19.99	19.99		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.4523	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	0.4523	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.4523	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15										
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	55.53	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	64.13	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	101.93	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	102.64	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	205.28	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	410.56	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	615.84	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	821.12	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,026.40	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,231.68	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,642.24	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,052.80	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,463.36	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,873.92	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	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	328.35	16.52					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	738.61	462.53	144.05	17.09			19.99	19.99		
	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	1.79	0.00	0.00	0.00	0.00			33.67	7.88		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			33.67	7.88		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			33.67	7.88		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	11.35	0.00	0.00	0.00	0.00			33.67	7.88		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.09	13.25	3.99	3.97			33.67	7.88		
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	77.21	18.20	56.49	11.04			33.67	7.88		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	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	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	This includes:															
	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 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 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			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	19.83										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port without Caller ID capability - res			UEPRX	UEPWC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPRX	UEPWQ	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	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					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	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			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	19.83										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia														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 unbundled Georgia basic dialing port, without Caller ID capability - bus			UEPBX	UEPWD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - bus			UEPBX	UEPWP	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
	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			24.80										
		2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
		2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	19.83										
	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					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia extended dialing port, PBX 1-Way Outdial Trunk			UEPRG	UEPPO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	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					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					33.67	7.88	11.17	3.91
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			24.80										
		2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
		2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPPX	UEPWS	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPPX	UEPPQ	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Ports			UEPPX	UEPPS	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX Toll Terminal Ports			UEPPX	UEPPT	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD DDD Terminal Port			UEPPX	UEPPU	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard Port			UEPPX	UEPPV	14.00	90.00	90.00					33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard DDD Capable Port			UEPPX	UEPPW	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	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					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					33.67	7.88	11.17	3.91
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			24.80										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			26.47										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			33.83										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.80										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	12.47										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	19.83										

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Line Port Rates (Coin)																
	2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)			UEPCO	UEPGB	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+,and Local (GA)			UEPCO	UEPCH	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEPCO	UEPRJ	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14.00	90.00	90.00					33.67	7.88	11.17	3.91
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 - Switch-As-Is			UEPCO	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			30.84										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			33.45										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.92										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.92										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	14.00	160.00	125.00					37.06	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - res			UEPFR	UEPWC	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPFR	UEPWQ	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPFR	UEPWR	14.00	160.00	125.00					33.67	7.88	11.17	3.91
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0222										
FEATURES																
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		93.83	93.83					33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			30.84										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			33.45										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.92										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.92										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - bus			UEPFB	UEPWD	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - bus			UEPFB	UEPWP	14.00	160.00	125.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0222										
FEATURES																
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		93.83	93.83								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			30.84										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			33.45										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.92										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	16.84										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	19.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30.92										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	14.00	160.00	125.00					37.06	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	14.00	160.00	125.00					33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPFP	UEPWS	14.00	160.00	125.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPFP	UEPWT	14.00	160.00	125.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	17.07	79.61	36.08								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0222										
FEATURES																
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		93.83	93.83					33.67	7.88	11.17	3.91
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		93.83	93.83					33.67	7.88	11.17	3.91
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			99.84										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			102.45										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			113.92										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.84	104.78	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.45	104.78	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.92	104.78	104.10								
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	83.00	850.00	75.00					33.67	7.88		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		850.00	75.00					33.67	7.88		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		850.00	75.00					33.67	7.88		
ADDITIONAL NRCs																
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	81.89										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	85.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	100.17										
UNE Loop Rate																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	21.89	252.32	188.77				19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	25.27	252.32	188.77				19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.17	252.32	188.77					19.99	19.99		
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	60.00	525.00	400.00					19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	215.00	215.00					19.99	19.99		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB UEPPR	USASB		165.95						19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00					19.99	19.99		
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	16.47	79.61	36.08					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0222	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		955.53										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		964.13										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,001.93										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	55.53	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	64.13	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	101.93	448.92	276.60					19.99	19.99		
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,200.00	1,200.00					19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					19.99	19.99		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Telephone Numbers (except NC)			UEPPP	PR7TF		0.9686									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.75	22.75								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers			UEPPP	PR7ZT		45.49	45.49								
	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	28.71						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	28.71						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	28.71						19.99	19.99		
	CALL TYPES															

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7CO	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	78.9223	147.07	111.75	0.00				19.99	19.99		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.4523										
	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		176.33										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		184.93										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		222.73										
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	55.53	448.92	276.00					19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	64.13	448.92	276.60					19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	101.93	448.92	276.60					19.99	19.99		
	UNE Port Rate																
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,011.43	477.87	206.70	20.70			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		269.96	269.96					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		269.96	269.96					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		269.96	269.96					19.99	19.99		
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		147.47	147.47								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.71	28.71					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.71	28.71					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.71	28.71					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.71	28.71					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.71	28.71					19.99	19.99		
	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 Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -																
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	78.47	147.07	111.75					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.4523	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	0.4523	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.4523	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15										
		Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	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	55.53	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	64.13	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	101.93	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	102.64	0.00	0.00					19.99	19.99		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	205.28	0.00	0.00					19.99	19.99		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	410.56	0.00	0.00					19.99	19.99		
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	615.84	0.00	0.00					19.99	19.99		
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	821.12	0.00	0.00					19.99	19.99		
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,026.40	0.00	0.00					19.99	19.99		
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,231.68	0.00	0.00					19.99	19.99		
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,642.24	0.00	0.00					19.99	19.99		
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,052.80	0.00	0.00					19.99	19.99		
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,463.36	0.00	0.00					19.99	19.99		
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,873.92	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	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 - Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00					19.99	19.99		
	System Additions Where Currently Combined and New (Not Currently Combined)																
	In Density Zone 1 Top 8 MSAs																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	950.00	600.00	200.00	30.00			19.99	19.99		
	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			33.67	7.88		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			33.67	7.88		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			33.67	7.88		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	83.00	0.00	0.00	0.00	0.00			33.67	7.88		
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	40.00	20.00	6.00	5.00			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	110.00	30.00	65.00	20.00			33.67	7.88		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	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	0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.59										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		14.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		21.62										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		21.24										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		32.71										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.92										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	454.69									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	11.35	61.91	61.91					33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0222										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	659.41						33.67	7.88		
	Secondary Block, per Block			UEP91	M2CC1	0.00	77.10						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	71.88						33.67	7.88		
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.59										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		14.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		21.62										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		21.24										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32.71										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.92										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00							33.67	7.88		
	All Select Features Offered, per port			UEP95	UEPVS	0.00	454.69						33.67	7.88		
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00							33.67	7.88		
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	11.35	61.91	61.91					33.67	7.88		
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	120.80	89.44	52.46					33.67	7.88		
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.71						33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	M1GBC	17.07										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0222										
	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	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.01	0.3108					33.67	7.88		
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	659.41						33.67	7.88		
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	659.41						33.67	7.88		
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	71.88						33.67	7.88		
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.59										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		14.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		21.62										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.63										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		21.24										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		32.71										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.80										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	19.83										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.84										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	19.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30.92										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5554										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	454.69						33.67	7.88		
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00					33.67	7.88		
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00					33.67	7.88		
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00					33.67	7.88		
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	11.35										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	120.80	89.44	52.46					33.67	7.88		
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	28.71						33.67	7.88		
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	M1GBC	17.07										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0222										
	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	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.01	0.3108					33.67	7.88		
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	659.41						33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	659.41						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	71.88						33.67	7.88		
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES																
1. Market Rates are applied where BellSouth is not required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Recurring Charges for all Standard Centrex and Centrex Conrol Features are Included in the Market Rate																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
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		24.80										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		26.47										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		33.83										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		30.84										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		33.45										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		44.92										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.92										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Port Terminated on 800 Service Term			UEP91	UEPH2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	454.69									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	11.35	61.91	61.91					33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0222										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	659.41						33.67	7.88		
	Secondary Block, per Block			UEP91	M2CC1	0.00	77.10						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	71.88						33.67	7.88		
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		24.80										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		26.47										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		33.83										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		30.84										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		33.45										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		44.92										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	12.47										

UNBUNDLED NETWORK ELEMENTS - Georgia														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 (SL 1) - Zone 3		3	UEP95	UECS1	19.83							33.67	7.88		
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.84										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	19.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.92										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.5554										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00							33.67	7.88		
		All Select Features Offered, per port			UEP95	UEPVS	0.00	454.69						33.67	7.88		
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00							33.67	7.88		
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					33.67	7.88		
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00					33.67	7.88		
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00					33.67	7.88		
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	11.35	61.91	61.91					33.67	7.88		
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	120.80	89.44	52.46					33.67	7.88		
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.71						33.67	7.88		
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	M1GBC	17.07										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0222										
	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	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										

UNBUNDLED NETWORK ELEMENTS - Georgia														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
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.01	0.3108					33.67	7.88		
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	659.41						33.67	7.88		
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	659.41						33.67	7.88		
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	71.88						33.67	7.88		
	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		24.80										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		26.47										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		33.83										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		30.84										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		33.45										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		44.92										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.80										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	19.83										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.84										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	19.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30.92										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	14.00	90.00	45.00	20.00	10.00			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														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 Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	14.00	90.00	45.00	20.00	10.00			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	454.69						33.67	7.88		
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	11.35										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	120.80	89.44	52.46					33.67	7.88		
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	28.71						33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0222										
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	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	659.41						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	71.88						33.67	7.88		
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres 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.																

Attachment 3

Network Interconnection

TABLE OF CONTENTS

1. GENERAL 3

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT) 3

3. NETWORK INTERCONNECTION 4

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES 6

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION 13

6. LOCAL DIALING PARITY 17

7. INTERCONNECTION COMPENSATION 17

8. FRAME RELAY SERVICE INTERCONNECTION 23

9. ORDERING CHARGES 26

Rates	**Exhibit A**
Basic Architecture	**Exhibit B**
One Way Architecture	**Exhibit C**
Two Way Architecture	**Exhibit D**
Supergroup Architecture	**Exhibit E**

NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.8 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.1.9 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Southern Digital.

2.1.10 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.1.11 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.1.12 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.1.13 **Local Traffic** is as defined in Section 7 of this Attachment.

2.1.14 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Southern Digital

2.1.15 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.1.16 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.1.17 **Transit Traffic** is traffic originating on Southern Digital's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Southern Digital's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Southern Digital owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will

not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Southern Digital elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Southern Digital and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Southern Digital's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Southern Digital Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by Southern Digital, BellSouth shall allow Southern Digital access to the fusion splice point for the Fiber Meet point for maintenance purposes on Southern Digital's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Southern Digital shall be billed for a mixed use of the Local Channel using the actual traffic Southern Digital elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and Southern Digital shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement**.** For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 Southern Digital shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Southern Digital's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Southern Digital desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Southern Digital has established interconnection trunk groups, Southern Digital shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, Southern Digital shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Southern Digital has homed (i.e. assigned) its NPA/NXXs. Southern Digital shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Southern Digital shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Southern Digital's NXX access tandem homing arrangement as specified by Southern Digital in the LERG.

4.4 Any Southern Digital interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Southern Digital from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Southern Digital to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Southern Digital are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Southern Digital shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Southern Digital is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Southern Digital's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Southern Digital shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, Southern Digital's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Southern Digital and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Southern Digital and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a

Meet Point Billing arrangement with BellSouth, and other network providers with which Southern Digital desires to exchange traffic. This trunk group also carries Southern Digital originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Southern Digital. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Southern Digital-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Southern Digital End-Users. A two-way trunk group provides Intratandem Access for Southern Digital's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Southern Digital and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Southern Digital desires to exchange traffic. This trunk group also carries Southern Digital originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Southern Digital. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Southern Digital and BellSouth. In addition, a separate two-way transit trunk group must be established for Southern Digital's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Southern Digital and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Southern Digital desires to exchange traffic. This trunk group also carries Southern Digital originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems

such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Southern Digital. However, where Southern Digital is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Southern Digital's Transit Traffic are exchanged on a single two-way trunk group between Southern Digital and BellSouth to provide Intratandem Access to Southern Digital. This trunk group carries Transit Traffic between Southern Digital and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Southern Digital desires to exchange traffic. This trunk group also carries Southern Digital originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Southern Digital. However, where Southern Digital is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 Where Southern Digital does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Southern Digital may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Southern Digital must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Southern Digital's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Southern Digital must also establish an interconnection trunk group(s) at all BellSouth access tandems where Southern Digital NXXs are homed as described in Section 4.2.1 above. If Southern Digital does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an

interconnection trunk group(s) at such BellSouth access tandem, Southern Digital can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Southern Digital's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Southern Digital does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Southern Digital may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Southern Digital will be delivered to and from IXCs based on Southern Digital's NXX access tandem homing arrangement as specified by Southern Digital in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent Southern Digital does not purchase MTA in a LATA served by multiple access tandems, Southern Digital must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Southern Digital routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Southern Digital shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows Southern Digital to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Southern Digital-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Southern Digital must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Southern Digital may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Southern Digital may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Southern Digital does not choose to establish an interconnection trunk group(s). It is Southern Digital's

responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Southern Digital's codes. Likewise, Southern Digital shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Southern Digital must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Southern Digital has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Southern Digital has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Southern Digital and BellSouth.

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Southern Digital's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Southern Digital to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If Southern Digital chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Southern Digital originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 Southern Digital may choose to perform its own Toll Free database queries from its switch. In such cases, Southern Digital will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Southern Digital will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Southern Digital will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Southern Digital shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Southern Digital will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Southern Digital's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which Southern Digital performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Southern Digital chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Southern Digital switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

5.3.1 A Designed Blocking Objective (DBO) of one half of one percent (.005) during the Average Time Consistent Busy Hour (TCBH) for final trunk groups between a Southern Digital end office and a BellSouth access tandem carrying traffic subject to meet point billing shall be maintained. All other final trunk groups are to be engineered with a DBO of one- percent (.01) during the Average TCBH.

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. BellSouth and Southern Digital will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Southern Digital will exchange the proper call information, i.e. originated call company number and