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Guy M. Hicks
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September 22, 2004

VIA HAND DELIVERYHon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ALLTEL Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

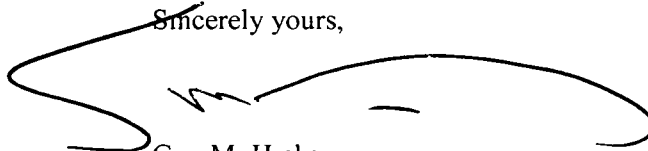
Docket No. **04-00311**

Dear Chairman Miller:

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement between BellSouth Telecommunications, Inc. and ALLTEL Communications, Inc. ("ALLTEL") for approval by the Tennessee Regulatory Authority. The Agreement includes services provisioned to ALLTEL as a Competitive Local Exchange Carrier and a Commercial Mobile Radio Service provider.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc Director-Negotiations, ALLTEL Communications, Inc.
Legal Department, ALLTEL Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND ALLTEL COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.
2. ALLTEL is a Competitive Local Exchange Carrier and a Commercial Mobile Radio Service provider licensed by the Federal Communications Commission.
3. ALLTEL and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth, the resale of BellSouth's telecommunications services to ALLTEL and facilitating ALLTEL's provision of commercial mobile radio services to both residential and business customers in Tennessee. A copy of the Agreement is attached hereto and incorporated herein by reference.

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

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

6. ALLTEL and BellSouth aver that the Agreement is consistent with the standards for approval.

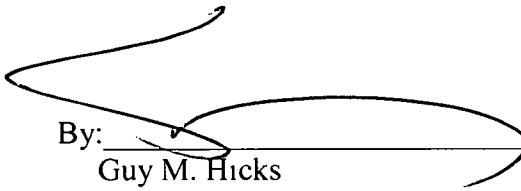
7. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164 BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 22 day of Sept, 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 22 day of Sept., 2004.

ALLTEL Communications, Inc
Attn: Director-Negotiations
One Allied Drive
Mailstop: B5F04-D
Little Rock, AR 72202

ALLTEL Communications, Inc.
Legal Department
One Allied Drive
Mailstop: B5F11-C
Little Rock, AR 72202



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
ALLTEL Communications, Inc. (ACI)

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ALLTEL COMMUNICATIONS, INC. (CMRS & CLEC)**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia Corporation, and ALLTEL Communications, Inc., a Delaware Corporation, for itself and on behalf of its wireless service provider affiliates and subsidiaries listed in Attachment 3 Exhibit F (collectively referred to herein as “Carrier”) and shall be deemed effective on the effective date as defined herein. This Agreement may refer to either BellSouth or Carrier or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, ALLTEL Communications, Inc. is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ALLTEL Communications, Inc. is both a CLEC and a CMRS provider and the services are provisioned pursuant to this regional Agreement to Carrier for both its CLEC and CMRS businesses;

WHEREAS, the Parties desire to memorialize their respective obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 and desire to replace any and all other prior agreements between the Parties on the subject hereof, both written and oral;

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

Definitions

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

CLEC Carrier refers to ALLTEL Communications, Inc. when acting as a Competitive Local Exchange Carrier and does not include ALLTEL Communications Inc., or any of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F, acting as a Commercial Mobile Radio Service Provider.

CMRS Carrier refers to ALLTEL Communications, Inc. when acting as a Commercial Mobile Radio Service Provider or one of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F when acting as a Commercial Mobile Radio Service Provider and does not include ALLTEL Communications Inc., or any of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F, acting as a Competitive Local Exchange Carrier.

Commercial Mobile Radio Service (CMRS) means a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide wireless service.

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

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

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

End User means the ultimate user of the Telecommunications Service.

Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

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 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.).

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.

Third Party Carrier is any telecommunications carrier other than Carrier or BellSouth.

Transit Traffic is traffic originating on Carrier's network that is switched and/or transported by BellSouth and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by BellSouth and delivered to Carrier's network.

1. Purpose

- 1.1 This Agreement specifies the rights and obligations of the Parties with respect to the establishment of local interconnection, the resale of BellSouth's telecommunications services, and the purchase of BellSouth's unbundled network elements ("UNEs"). This regional Agreement is entered into by BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses) as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the Parties. As such the Parties intend for this Agreement to be applicable to both the CLEC and CMRS interconnection arrangements as a single unified interconnection arrangement.
- 1.2 Specific interconnection arrangements are found in Attachment 3.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three (3) years, beginning on the Effective Date and shall apply to the BellSouth territory in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than one hundred and eighty(180) days prior to the expiration of this Agreement, either party may request negotiation of a successor agreement by written notice to the other Party. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. If, within one hundred and thirty-five (135) days of commencing the negotiation, 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.

2.3 Notwithstanding the foregoing and except as set forth in Section 2.4. below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to BellSouth's then current standard Interconnection Agreement or Carrier may exercise its rights under Section 252(i) of the Act.

2.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

3. Interconnection Compensation

3.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses) . The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each Party for the termination of traffic and consideration of the balance of traffic anticipated and experienced. Carrier provided BellSouth a substantial cost study supporting its CMRS termination costs. The bill and keep arrangement is contingent upon the agreement by the Parties to adhere to bill and keep solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses. Should Carrier opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation with respect to Carrier's CMRS or CLEC Carrier's CLEC local traffic, the bill and keep arrangement provided for under this Agreement shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

- 3.2 The provisions of this Agreement, including but not limited to Section 3.3 agreeing to the application of “bill and keep” with respect to reciprocal compensation of local traffic exchanged between the Parties (the “Bill and Keep Provision”), represents a compromise of various terms and conditions. The provisions of this Agreement, including the Bill and Keep Provision do not represent and may not be deemed, construed, implied, held out, referenced, or cited by either Party as an endorsement, acceptance, acknowledgement or concession by the other Party that the provisions are appropriate, required or acceptable by either Party with respect to any other traffic termination or exchange agreement by a Party or any affiliate of a Party and this Agreement shall be limited in applicability solely to the specific circumstances and Parties to this Agreement.
- 3.3 The Parties agree to a bill-and-keep arrangement for usage on CLEC Carrier’s Local Traffic, ISP-bound traffic, and Carrier’s CMRS Local Traffic, in lieu of any per minute of use rates for network elements associated with the transport and termination of CLEC Carrier’s Local Traffic, ISP-bound Traffic, and Carrier’s CMRS Local Traffic. Such bill-and-keep arrangement is not in lieu of trunk charges and associated dedicated transport, transit traffic, or interMajor Trading Area traffic, compensations that are addressed in Attachment 3.
- 3.4 Neither Party shall represent, route, disguise, misrepresent, characterize, report, record, bill or depict switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic.

4. CLEC CERTIFICATION

- 4.1 Prior to execution of this Agreement, CLEC Carrier agrees to provide BellSouth, in writing, CLEC Carrier’s CLEC certification for all states covered by this Agreement prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 4.2 To the extent CLEC Carrier is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, CLEC Carrier 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.

5. PARITY

When CLEC Carrier purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access

to such Network Element provided by BellSouth to CLEC Carrier shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Carrier shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by Carrier.

6. Intellectual Property Rights and Indemnification

6.1 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.

6.2 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.

6.3 Intellectual Property Remedies

- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement, the Indemnifying Party, will defend the Party receiving such service or data, the Indemnified Party, provided as a result of such service against claims of infringement arising solely from the use by the Indemnified Party of such service in the manner contemplated under this Agreement and will indemnify the Indemnified Party for any damages awarded based solely on such claims in accordance with Section 8 below.
- 6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.2 obtain a license sufficient to allow such use to continue.
- 6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 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.
- 6.3.3 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 Indemnified Party ; (ii) use by the Indemnified Party of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the Indemnifying Party , provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the Indemnified Party which would necessarily result in infringement; or (iv) continued use by the Indemnified Party of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 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.
- 6.3.5 Dispute Resolution. Any claim arising under this Section 6 shall be excluded from the dispute resolution procedures set forth in Section 10 of this Agreement and shall be brought in a court of competent jurisdiction.

7. RATE TRUE-UP

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

8. Liability and Indemnification

- 8.1 Nothing herein shall require indemnification by a Party with respect to the other Party's own gross negligence or willful misconduct.
- 8.2 Liability for Acts or Omissions of Third Parties. Neither Party, shall be liable to the other Party for any act or omission of another Telecommunications company providing services to the other Party.
- 8.3 Limitation of Liability
- 8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the

amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability provided in this Agreement .

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

- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 8.6 The obligations of the Parties contained within this Section 8 shall survive the expiration of this Agreement.
- 9. Modification of Agreement**
- 9.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The adopted agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provision shall expire on the same date as set forth in the agreement that was adopted.
- 9.2 If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 9.3 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.
- 9.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or was relied upon by a Party in negotiating any provision of this agreement or materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on twenty (20) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.

10. Taxes and Fees

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

10.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

10.2.1 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.

10.2.2 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.

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

10.3.1. 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.

10.3.2 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.

10.3.3 If the Purchasing Party determines in its opinion that 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 the Purchasing Party is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, 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.

10.3.4 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.

10.3.5 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.

10.3.6 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.

10.3.7 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.

10.3.8 The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

10.4 **Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.**

10.4.1 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.

- 10.4.2 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.
- 10.4.3 If the Purchasing Party disagrees with the Providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the Providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the Purchasing Party shall abide by such determination and pay such taxes or fees to the Providing Party. The Providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the Purchasing Party shall be at the Purchasing Party's expense. 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 particular tax or fee, and if the Providing Party, after receipt of a written request by the Purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the Purchasing Party, the Purchasing Party may utilize the dispute resolution process outlined in Section 14 of this Agreement. Utilization of the dispute resolution process shall not relieve the Purchasing Party from liability for any tax or fee billed by the Providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the Purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the Providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 10.4.4 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.
- 10.4.5 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.

- 10.4.6 Notwithstanding any provision to the contrary, the Purchasing Party shall protect, indemnify and hold harmless (and defend at the Purchasing Party's expense) the Providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the Providing Party in connection with any claim for or contest of any such tax or fee.
- 10.4.7 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.
- 10.5 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.

11. Treatment of Proprietary and Confidential Information

- 11.1 It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 11.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

- 11.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 11.3.1 is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 11.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 11.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.
- 11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 11.8 Force Majeur. 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 Carrier, 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.

12. Non-waiver of Legal Rights

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

13. Indivisibility

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

14. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

15. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, 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.

16. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Neither Party shall assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning pays all undisputed bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.

17. Amendment

Subject to the provisions of Section 9.4, this Agreement may not be amended in any way except upon written consent of the Parties.

18. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the Parties shall negotiate in good faith to reformulate such invalid, illegal or unenforceable provision to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such remaining provisions hereof as may be valid without defeating the original intent of such provisions.

19. Survival

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

20. Governing Law

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

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

22. 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, the Parties agree to share equally in the costs of such fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as CLEC Carrier is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

23. Notices

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

BellSouth Telecommunications, Inc.

ALLTEL Communications, Inc.

Managing Director-Wireless Interconnection

Attn: Director-Negotiations

3535 Colonnade Parkway
NW1A
Birmingham, AL 35243
Fax: 205/977-7692

One Allied Drive
Mailstop: B5F04-D
Little Rock, AR 72202
Fax: 501.905.6299

Attn: Legal Dept. "Wireless Attorney"
Suite 4300
675 W. Peachtree St. NE
Atlanta, GA 30375

And:

Legal Department
One Allied Drive
Mailstop: B5F11-C
Little Rock, AR 72202
Fax: 501.905.4443

Bellsouth Local Contract Manager
600 North 19th Street, 8th Floor
Birmingham, AL 35203

Billing Notices:

And:

Attn: Steve Deluca
c/o BroadMargin
3655 North Point Pkwy, Suite 200
Alpharetta, GA 30005

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

Billing Inquires:

Billing Notices:

Wholesale Billing Services
Phone: 1/800.351.4241
Email: ACI.CABS.ALLTEL.com

IIPC-BellSouth
600 North 19th Street, 8th Floor
Birmingham, AL 35203

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

- 23.2 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; and by overnight mail, the day after being sent.
- 23.3 Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

24. 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.

25. 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.

26. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

27. Entire Agreement

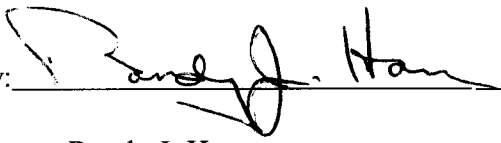
This Agreement and its Attachments, attached hereto and incorporated herein by this reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement and the Parties acknowledge and agree that any and all amounts and obligations owed under prior agreements between the Parties shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services were provisioned or requested under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

This Agreement includes Attachments with provisions for the following:

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

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

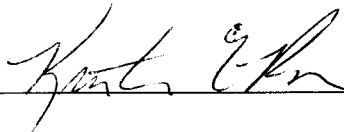
BellSouth Telecommunications, Inc.

By: 

Name: Randy J. Ham

Title: Asst Director – Wireless Interconnection

Date: 7/30/04

By: 

Name: Kristen E. Rowe

Title: Director

Date: 7/30/04

ALLTEL Communications, Inc.

By: 

Name: Michael D. Rhoda

Title: Vice President Business Development

Date: 7/30/04

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to CLEC Carrier purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by CLEC Carrier for the purposes of resale to CLEC Carrier's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Attachment and subject to the exclusions and limitations set forth in Exhibit A to this Attachment.

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 CLEC Carrier, 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 CLEC Carrier for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers.

- 3.1.1 When CLEC Carrier 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 CLEC Carrier does not resell Lifeline service to any end users, and if CLEC Carrier agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be 21.56%.
 - 3.1.2.1 In the event CLEC Carrier resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon CLEC Carrier 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 CLEC Carrier must provide written notification to BellSouth within 30 days prior to either providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 CLEC Carrier may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 CLEC Carrier must resell services to other End Users.
 - 3.2.2 CLEC Carrier cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 CLEC Carrier 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 CLEC Carrier for said services.
- 3.4 CLEC Carrier 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 CLEC Carrier. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of CLEC Carrier. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of CLEC Carrier or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and CLEC Carrier will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or CLEC Carrier to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to CLEC Carrier, BellSouth will provide CLEC Carrier with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC Carrier acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. CLEC Carrier acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) Code; and in such instances, CLEC Carrier 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 CLEC Carrier to designate up to 100 intermediate telephone numbers per CLLI code, for CLEC Carrier's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. CLEC Carrier acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLI code and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These

instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to CLEC Carrier's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier remain the property of BellSouth.
- 3.15 White page directory listings for CLEC Carrier 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 CLEC Carrier must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which CLEC Carrier may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.
 - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 3.16.3 Denial/Restoral OSS Charge. In the event CLEC Carrier 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. CLEC Carrier will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator (MWI), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line (CF/B)
 - Call Forward Don't Answer (CF/DA)
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for CLEC Carrier per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event CLEC Carrier acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to CLEC Carrier that Special Assembly at the wholesale discount at CLEC Carrier's option. CLEC Carrier shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for CLEC Carrier customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate CLEC Carrier 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 CLEC Carrier customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and CLEC Carrier shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to CLEC Carrier, and CLEC Carrier shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to CLEC Carrier

- 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 CLEC Carrier to establish authenticity of use. Such audit shall not occur more than once in a calendar year. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If CLEC Carrier cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and PLST.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.
- 4.5.2 When CLEC Carrier assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

- 4.5.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to CLEC Carrier.
- 4.5.4 CLEC Carrier must establish a billing arrangement with the Independent Company or other CLEC prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website at www.interconnection.bellsouth.com.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and PLST and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 CLEC Carrier 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 CLEC Carrier accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 CLEC Carrier will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, CLEC Carrier shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill CLEC Carrier 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 CLEC Carrier's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

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

- 6.1.1 If CLEC Carrier needs to change its OCN(s) under which it operates when CLEC Carrier has already been conducting business utilizing those OCN(s), CLEC Carrier shall bear all costs incurred by BellSouth to convert CLEC Carrier to the new OCN(s). OCN conversion charges include all time required to make system updates to all of CLEC Carrier's End User customer records. Appropriate charges will appear in the OC&C section of CLEC Carrier's bill.
- 6.2 CLEC Carrier shall provide to BellSouth a blanket LOA certifying that CLEC Carrier will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for CLEC Carrier's End User customer.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from CLEC Carrier to BellSouth or will accept a request from another CLEC for conversion of the End User's service from CLEC Carrier to such other CLEC. Upon completion of the conversion BellSouth will notify CLEC Carrier 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 CLEC Carrier's End User on behalf of, and at the request of, CLEC Carrier. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of CLEC Carrier.
- 7.1.2 At the request of CLEC Carrier, BellSouth will disconnect an CLEC Carrier End User customer.
- 7.1.3 All requests by CLEC Carrier for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and/or the End User against any claim, loss or damage arising from providing this information to CLEC Carrier. It is the responsibility of CLEC Carrier to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

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

8.1 Operator Call Processing 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.

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

8.1.1.1 Process 0+ and 0- dialed local calls

8.1.1.2 Process 0+ and 0- intraLATA toll calls.

8.1.1.3 Process calls that are billed to CLEC Carrier end user's calling card that can be validated by BellSouth.

8.1.1.4 Process person-to-person calls.

8.1.1.5 Process collect calls.

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

8.1.1.7 Process station-to-station calls.

8.1.1.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.1.1.10 Process operator-assisted directory assistance calls.

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

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

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

8.1.1.14 Direct customer account and other similar inquiries to the customer service center designated by CLEC Carrier.

8.1.1.15 Provide call records to CLEC Carrier in accordance with ODUF standards.

- 8.1.2 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
- 8.2.1 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.
- 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by CLEC Carrier's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
- 8.2.3 Directory Assistance Service Updates
- 8.2.3.1 BellSouth shall update end user listings changes daily. These changes include:
- 8.2.3.1.1 New end user connections
- 8.2.3.1.2 End user disconnections
- 8.2.3.1.3 End user address changes
- 8.2.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.3 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.3.1 Where CLEC Carrier resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route CLEC Carrier's end user calls to that provider through Selective Call Routing.
- 8.3.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for CLEC Carrier 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.
- 8.3.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.3.4 Where available, CLEC Carrier specific and unique line class codes are programmed in each BellSouth end office switch where CLEC Carrier intends to service end users with customized OCP/DA branding. The line class codes specifically identify CLEC Carrier'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 CLEC Carrier intends to provide CLEC Carrier-branded OCP/DA to its end users in these multiple rate areas.

- 8.3.5 SCR-LCC supporting Custom Branding and Self Branding require CLEC Carrier to order dedicated transport and trunking from each BellSouth end office identified by CLEC Carrier, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the CLEC Carrier Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.3.6 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.3.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by CLEC Carrier to the BellSouth Tops. The calls are routed to "No Announcement."

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 CLEC Carrier'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 this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.
- 11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

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

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

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

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

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- 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 CLEC Carrier.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by CLEC Carrier.
- 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 CLEC Carrier 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 CLEC Carrier and pursuant to which BellSouth, its LIDB customers and CLEC Carrier shall have access to such information. In addition, this Agreement sets forth the terms and conditions for CLEC Carrier's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. CLEC Carrier 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 CLEC Carrier, 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 Resale Agreement upon notice to CLEC Carrier's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier of fraud alerts so that CLEC Carrier 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 CLEC Carrier pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to CLEC Carrier 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 CLEC Carrier's data from BellSouth's data, the following shall apply:

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

IV. Fees for Service and Taxes

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

Optional Daily Usage File

1. Upon written request from CLEC Carrier, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section.
2. CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an CLEC Carrier customer.
4. Charges for ODUF will appear on CLEC Carrier's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. CLEC Carrier will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in CLEC Carrier's billing system will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the ODUF feed.
 - 7.1 ODUF Message to be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC Carrier:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service

- 7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CLEC Carrier.
- 7.1.4 In the event that CLEC Carrier detects a duplicate on ODUF they receive from BellSouth, CLEC Carrier will drop the duplicate message and will not return the duplicate to BellSouth).
- 7.2 ODUF Physical File Characteristics
 - 7.2.1 ODUF will be distributed to CLEC Carrier via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and CLEC Carrier for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CLEC Carrier will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC Carrier will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC Carrier. Additionally, all message toll charges associated with the use of the dial circuit by CLEC Carrier will be the responsibility of CLEC Carrier. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on CLEC Carrier end for the purpose of data transmission will be the responsibility of CLEC Carrier.
 - 7.2.3 If CLEC Carrier utilizes FTP for data file transmission, purchase of FTP software will be the responsibility of CLEC Carrier.
- 7.3 ODUF Packing Specifications
 - 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

The data will be packed using ATIS EMI records.

- 7.4 ODUF Pack Rejection. CLEC Carrier will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC Carrier will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC Carrier by BellSouth.
- 7.5 ODUF Control Data. CLEC Carrier will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC Carrier received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC Carrier for reasons stated in the above section.
- 7.6 ODUF Testing. Upon request from CLEC Carrier, BellSouth shall send test files to CLEC Carrier for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC Carrier set up a production (live) file. The live test may consist of CLEC Carrier's employees making test calls for the types of services CLEC Carrier requests on ODUF. These test calls are logged by CLEC Carrier, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from CLEC Carrier, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of EODUF.
3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of EODUF will appear on CLEC Carrier's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of CLEC Carrier will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.
 - 7.1 **Usage To Be Transmitted**
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC Carrier:
Customer usage data for flat rated local call originating from CLEC Carrier's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time
 - Method of Recording
 - From RAO
 - Rate Class
 - Message Type
 - Billing Indicators
 - Bill to Number

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

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

7.2 Physical File Characteristics

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

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

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

7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Alabama														Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								16.30									
		Business %								16.30									
		CSAs %								16.30									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									84.70	84.70	14.11	14.11					
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message									0.000011								
		ODUF: Message Processing, per message									0.004101								
		ODUF: Message Processing, per Magnetic Tape provisioned									42.67								
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.000094								
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message									0.22								

RESALE DISCOUNTS AND RATES - Florida															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		
APPLICABLE DISCOUNTS																		
		Residence %																
		Business %																
		CSAs %																
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECH		3.50	0.00	3.50	0.00				
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00				
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch									93.55	93.55	11.46	11.46				
ODUF/EODUF SERVICES																		
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message									0.0000071							
		ODUF: Message Processing, per message									0.002146							
		ODUF: Message Processing, per Magnetic Tape provisioned									35.91							
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010375							
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message									0.080698							

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: E				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnected		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																				
		Residence %								20.30										
		Business %								17.30										
		CSAs %								17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECH		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									102.19	61.15	12.68	6.34						
ODUF/EODUF SERVICES																				
	OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								0.0000068										
		ODUF: Message Processing, per message								0.002167										
		ODUF: Message Processing, per Magnetic Tape provisioned								36.06										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010856										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.227409										

RESALE DISCOUNTS AND RATES - Kentucky														Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnected		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								16.79									
		Business %								15.54									
		CSAs %								15.54									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECS		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									93.53	93.53	15.58	15.58					
ODUF/EODUF SERVICES																			
	OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message								0.0000136									
		ODUF: Message Processing, per message								0.002506									
		ODUF: Message Processing, per Magnetic Tape provisioned								35.90									
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010372									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message								0.235889									

RESALE DISCOUNTS AND RATES - Louisiana														Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Rec	Nonrecurring		NRC Disconnected		OSS Rates(\$)						
											First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS																					
		Residence %								20.72											
		Business %								20.72											
		CSAs %								9.05											
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																					
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																					
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECH		3.50	0.00	3.50	0.00							
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																					
		Selective Routing Per Unique Line Class Code Per Request Per Switch									82.25	82.25									
ODUF/EODUF SERVICES																					
	OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message									0.0000117										
		ODUF: Message Processing, per message									0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned									48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message									0.250015										

RESALE DISCOUNTS AND RATES - Mississippi														Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								15.75									
		Business %								15.75									
		CSAs %								15.75									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECH		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									85.19	85.19	14.19	14.19					
ODUF/EODUF SERVICES																			
	OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message									0.0000063								
		ODUF: Message Processing, per message									0.004707								
		ODUF: Message Processing, per Magnetic Tape provisioned									49.04								
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010669								
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message									0.250424								

RESALE DISCOUNTS AND RATES - North Carolina														Attachment: 1		Exhibit: E		
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnected		OSS Rates(\$)			
											First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %								21.50								
		Business %								17.60								
		CSAs %								17.60								
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																		
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECS	2.28	0.00	2.28	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN	18.27	0.00	18.27	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								82.25								
ODUF/EODUF SERVICES																		
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message								0.0000117								
		ODUF: Message Processing, per message								0.002446								
		ODUF: Message Processing, per Magnetic Tape provisioned								35.54								
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00004								
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message								0.2285406								

RESALE DISCOUNTS AND RATES - South Carolina														Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								14.80									
		Business %								14.80									
		CSAs %								8.98									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMECH		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									84.89	84.89	14.14	14.14					
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								0.0000216									
		ODUF: Message Processing, per message								0.004704									
		ODUF: Message Processing, per Magnetic Tape provisioned								48.87									
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010863									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message								0.258301									

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

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to CLEC Carrier in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to CLEC Carrier (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require CLEC Carrier to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 “Network Element” is defined as the unbundled network elements that BellSouth is required to provide CLEC Carrier pursuant to Section 251(c)(3) of the Act and as set forth herein. CLEC Carrier may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of CLEC Carrier, and to the extent technically feasible, provide to CLEC Carrier access to its Network Elements for the provision of CLEC Carrier’s qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 CLEC Carrier may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or combination of elements that is available to CLEC Carrier under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring (NRC) switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC Carrier and BellSouth.

- 1.6.1 Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.
- 1.7 CLEC Carrier may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.8 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5). If BellSouth has anticipated such RNMs and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of this Attachment, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from CLEC Carrier, BellSouth shall perform the RNM.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.10 **Commingling of Services**
- 1.10.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that CLEC Carrier has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.
- 1.10.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.
- 1.10.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

- 1.10.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher bandwidth circuit and the Central Office Channel Interfaces (COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth circuit.
- 1.11 If CLEC Carrier reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge CLEC Carrier for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 1.12 Rates
 - 1.12.1 The prices that CLEC Carrier shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If CLEC Carrier purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
 - 1.12.2 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.
 - 1.12.3 If CLEC Carrier modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by CLEC Carrier in accordance with FCC No. 1 Tariff, Section 5.
 - 1.12.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.
 - 1.12.5 The rates for North Carolina set forth in Exhibit A of this Attachment shall be replaced, pursuant to the Modification of Agreement section of the General Terms and Conditions, by rates subsequently contained in a BellSouth filed Statement of Generally Available Terms (SGAT) in North Carolina or, if no SGAT rates exist, shall be replaced by rates ordered by the North Carolina Utilities Commission in a generic cost proceeding setting BellSouth's rates for UNES.

2 Unbundled Loops

2.1 General

- 2.1.1 The local loop Network Element (Loop) is defined as a narrowband transmission facility (i.e., below the DS1 level) between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or

premises, a cell site, Mobile Switching Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device (NID), and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises. CLEC Carrier shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.
- 2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to CLEC Carrier on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.
- 2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by CLEC Carrier. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.1.5 A hybrid loop is a local Loop, below the DS1 level, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. For hybrid loops, where CLEC Carrier seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide CLEC Carrier with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 2.1.1.6 CLEC Carrier may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.
- 2.1.2 The provisioning of a Loop to CLEC Carrier's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are

separate components that are not considered a part of the Loop, and thus, have a separate charge.

- 2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.4 The Loop shall be provided to CLEC Carrier in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If CLEC Carrier wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), CLEC Carrier may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CLEC Carrier (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CLEC Carrier for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.
- 2.1.6 **Loop Testing/Trouble Reporting**
- 2.1.6.1 CLEC Carrier will be responsible for testing and isolating troubles on the Loops. CLEC Carrier must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, CLEC Carrier will be required to provide the results of the CLEC Carrier tests which indicate a problem on the BellSouth provided Loop.

- 2.1.6.2 Once CLEC Carrier has isolated a trouble to the BellSouth provided Loop, and has issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.
- 2.1.6.3 If CLEC Carrier reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge CLEC Carrier for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.
- 2.1.6.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CLEC Carrier (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CLEC Carrier for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

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

- 2.1.7.1 Order Coordination (OC) allows BellSouth and CLEC Carrier to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to CLEC Carrier's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.7.2 Order Coordination – Time Specific (OC-TS) allows CLEC Carrier to order a specific time for OC to take place. BellSouth will make every effort to accommodate CLEC Carrier's specific conversion time request. However, BellSouth reserves the right to negotiate with CLEC Carrier a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC Carrier may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLEC Carrier specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

	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	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, CLEC Carrier must order and will be billed for both OC and OC-TS if requesting OC-TS.					

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

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

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

2.1.8.3 The Loops converted to CLEC Carrier 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.

2.1.9 **Bulk Migration**

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

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, CLEC Carrier should refer to the “Guides” section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is:
<http://www.interconnection.bellsouth.com/>

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided

facility will support voice grade services. BellSouth will not guarantee that CLEC Carrier will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by CLEC Carrier. CLEC Carrier may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that CLEC Carrier may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to CLEC Carrier. 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 CLEC Carrier to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 **Unbundled Digital Loops**
 - 2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
 - 2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
 - 2.3.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.3.2.2 2-wire Unbundled ADSL Compatible Loop
 - 2.3.2.3 2-wire Unbundled HDSL Compatible Loop
 - 2.3.2.4 4-wire Unbundled HDSL Compatible Loop
 - 2.3.2.5 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. CLEC Carrier will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by CLEC Carrier or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. CLEC Carrier may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12kft long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.4 **Unbundled Copper Loops (UCL)**
- 2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
- 2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

- 2.4.2.2 A UCL-D will be 18kft or less in length and is provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by CLEC Carrier.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by CLEC Carrier to provide a wide range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by CLEC Carrier or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.
- 2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premise (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6kft of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18kft in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18kft and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, CLEC Carrier can request LMU for which additional charges would apply.

- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that CLEC Carrier may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by CLEC Carrier to provide a wide range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 CLEC Carrier may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.
- 2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18kft in length.
- 2.5.3 For any copper loop being ordered by CLEC Carrier which has over 6kft of combined bridged tap will be modified, upon request from CLEC Carrier, so that the loop will have a maximum of 6kft of bridged tap. This modification will be performed at no additional charge to CLEC Carrier. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6kft will be performed at the rates set forth in Exhibit A of this Attachment.
- 2.5.4 CLEC Carrier may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction (SC) process as mutually agreed to by the Parties.

- 2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If CLEC Carrier requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. CLEC Carrier will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.
- 2.5.8 CLEC Carrier 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 CLEC Carrier desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for CLEC Carrier, CLEC Carrier will submit a SI to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by CLEC Carrier is available at the location for which the ULM was requested, CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to CLEC Carrier. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for CLEC Carrier (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

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

2.7 **Network Interface Device**

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

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

2.7.3 **Access to NID**

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

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

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

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

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

- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be CLEC Carrier's responsibility to ensure there is no safety hazard, and CLEC Carrier will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.
- 2.7.3.3 CLEC Carrier shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 CLEC Carrier shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with CLEC Carrier to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's premises and the distribution media and/or cross connect to CLEC Carrier's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. CLEC Carrier may request BellSouth to do additional work to the NID on a time and material basis. When CLEC Carrier deploys its own local Loops in a multiple-line termination device, CLEC Carrier shall specify the quantity of NID connections that it requires within such device.
- 2.8 Sub-loop Elements
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

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

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

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

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

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

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

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

2.8.2.4.1 Upon request for USLD-INC from CLEC Carrier, 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 CLEC Carrier's use on this cross-connect panel. CLEC Carrier will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, CLEC Carrier 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. CLEC Carrier's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

- 2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by CLEC Carrier is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet CLEC Carrier's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: <http://www.interconnection.bellsouth.com/products/html/unes.html>.
- 2.8.2.7 The site set-up must be completed before CLEC Carrier 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 CLEC Carrier's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, CLEC Carrier will request sub-loop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when CLEC Carrier requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by CLEC Carrier for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
 - 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
 - 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises or where a third party owns the wiring to the End User's premises.
 - 2.8.3.3 **Requirements**
 - 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide

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

- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End User's premises, CLEC Carrier 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 CLEC Carrier for each pair activated commensurate to the price specified in CLEC Carrier's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for

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

- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a NRC charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Loop Concentration**

- 2.8.4.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by CLEC Carrier, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.9 **Loop Makeup**

2.9.1 **Description of Service**

- 2.9.1.1 BellSouth shall make available to CLEC Carrier LMU information so that CLEC Carrier can make an independent judgment about whether the Loop is capable of

supporting the advanced services equipment CLEC Carrier intends to install and the services CLEC Carrier wishes to provide. This section addresses LMU as a preordering transaction, distinct from CLEC Carrier ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

- 2.9.1.2 BellSouth will provide CLEC Carrier 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 CLEC Carrier as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 CLEC Carrier may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by CLEC Carrier 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 CLEC Carrier's ability to provide advanced data services over the ordered Loop type. Further, if CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if CLEC Carrier needs further Loop information in order to determine Loop service capability, CLEC Carrier may initiate a separate Manual SI for a separate NRC charge as set forth in Exhibit A of this Attachment.
- 2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: <http://interconnection.bellsouth.com/guides/html/unes.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.
- 2.9.3 **Loop Reservations**
- 2.9.3.1 For a Mechanized LMUSI, CLEC Carrier may reserve up to ten (10) Loop facilities. For a Manual LMUSI, CLEC Carrier may reserve up to three (3) Loop facilities.
- 2.9.3.2 CLEC Carrier may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to CLEC Carrier. During and prior to CLEC Carrier placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If CLEC Carrier does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. CLEC Carrier will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, CLEC Carrier does not reserve facilities upon an initial LMUSI, CLEC Carrier's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.9.3.5 Where CLEC Carrier has reserved multiple Loop facilities on a single reservation, CLEC Carrier may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to CLEC Carrier, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by CLEC Carrier.

3 Line Sharing

- 3.1 General
 - 3.1.1 Line Sharing is defined as the process by which CLEC Carrier provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and CLEC Carrier using the high frequency spectrum (as defined below) of the loop.
 - 3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with CLEC Carrier. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
 - 3.1.3 For the period from October 2, 2003, through October 1, 2004, CLEC Carrier may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, CLEC Carrier may not request new Line Sharing arrangements under the terms of this Agreement.
 - 3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the TRO.
 - 3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with CLEC Carrier, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.
 - 3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC Carrier the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC Carrier shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
 - 3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

- 3.1.8 BellSouth will provide Loop Modification to CLEC Carrier on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If CLEC Carrier requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, CLEC Carrier shall pay for the Loop to be restored to its original state.
- 3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and CLEC Carrier desires to continue providing xDSL service on such Loop, CLEC Carrier shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give CLEC Carrier notice in a reasonable time prior to disconnect, which notice shall give CLEC Carrier 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 CLEC Carrier purchases the full stand-alone Loop, CLEC Carrier may elect the type of Loop it will purchase. CLEC Carrier will pay the appropriate recurring and NRC rates for such Loop as set forth in Exhibit A to this Attachment. In the event CLEC Carrier purchases a voice grade Loop, CLEC Carrier acknowledges that such Loop may not remain xDSL compatible.
- 3.1.10 If CLEC Carrier reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge CLEC Carrier for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.
- 3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

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

- 3.2.1 BellSouth will provide CLEC Carrier with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, CLEC Carrier must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the CO that serves the End User of such Loop.
- 3.2.1.2 CLEC Carrier may provide its own splitters or may order splitters in a CO once it has installed its DSLAM in that CO. BellSouth will install splitters within thirty-

six (36) calendar days of CLEC Carrier's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of CLEC Carrier in a CO in which CLEC Carrier is located, CLEC Carrier shall be entitled to order the High Frequency Spectrum on lines served out of that CO. BellSouth will bill and CLEC Carrier shall pay the electronic or manual ordering charges as applicable when CLEC Carrier 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 CLEC Carrier's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a CO POTS splitter and provide CLEC Carrier access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to CLEC Carrier's xDSL equipment in CLEC Carrier's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide CLEC Carrier with a carrier notification letter, informing CLEC Carrier of change. CLEC Carrier shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. CLEC Carrier shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to CLEC Carrier's collocation area, if possible; or (ii) in a BellSouth relay rack as close to CLEC Carrier's DS0 termination point as possible. CLEC Carrier shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the CO in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for CLEC Carrier on the main distributing frame in the CO and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified CLEC Carrier DS0 at such time that a CLEC Carrier End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 CLEC Carrier may at its option purchase, install and maintain CO POTS splitters in its collocation arrangements. CLEC Carrier may use such splitters for access to its customers and to provide xDSL services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and

conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

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

3.5 **Ordering – Line Sharing**

- 3.5.1 CLEC Carrier shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.5.2 BellSouth will provide CLEC Carrier the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.5.4 BellSouth will provide CLEC Carrier access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and CLEC Carrier shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

- 3.6.1 CLEC Carrier shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If CLEC Carrier is using a BellSouth owned splitter, CLEC Carrier 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 CLEC Carrier provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. CLEC Carrier will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 CLEC Carrier shall inform its End Users to direct data problems to CLEC Carrier, 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 CLEC Carrier, BellSouth will notify CLEC Carrier. CLEC Carrier will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, CLEC Carrier will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue CLEC Carrier's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 Line Splitting

- 3.7.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and the Data LEC may be the same or different carriers.
- 3.7.2 3.7.2 In the event CLEC Carrier provides its own switching or obtains switching from a third party, CLEC Carrier may engage in line splitting arrangements with another CLEC using a splitter, provided by CLEC Carrier or a third party, in a Collocation Arrangement at the CO where the loop terminates into a distribution frame or its equivalent.

3.8 Maintenance – Line Splitting

- 3.8.1 CLEC Carrier is responsible for determining if the trouble is a voice or data trouble. CLEC Carrier shall only report voice troubles and troubles with the physical Loop to BellSouth.
- 3.8.2 CLEC Carrier shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or wilful misconduct.

4. Unbundled Network Element Combinations

- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by CLEC Carrier 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 CLEC Carrier are not already combined

by BellSouth in the location requested by CLEC Carrier 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 CLEC Carrier are not elements that BellSouth combines for its use in its network.

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

4.2 **Enhanced Extended Links (EELs)**

- 4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide CLEC Carrier with EELs where the underlying UNEs are available. In the event CLEC Carrier converts special access services to UNEs, CLEC Carrier shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

4.3 **Rates**

- 4.3.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable NRC switch-as-is charge set forth in Exhibit A.
- 4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the NRC and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and NRC rates for those individual Network Elements as set forth in Exhibit A.
- 4.3.3 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to CLEC Carrier in addition to those specifically referenced in this Section 4.2 above, where available. To the extent CLEC Carrier requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

5. **Transport**

- 5.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DS0 and voice grade interoffice transmission facilities described in this Section 5 on an unbundled basis to CLEC Carrier for the provision of a qualifying service, as set forth herein.
- 5.2 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that CLEC Carrier uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.
- 5.3 BellSouth shall:
 - 5.3.1 Provide CLEC Carrier exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 5.3.2 Provide all technically feasible features, functions, and capabilities of the transport facility;
 - 5.3.3 Permit, to the extent technically feasible, CLEC Carrier to connect such interoffice facilities to equipment designated by CLEC Carrier, including but not limited to, CLEC Carrier's collocated facilities; and
 - 5.3.4 Permit, to the extent technically feasible, CLEC Carrier to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.4 **Dedicated Transport**
 - 5.4.1 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 5.4.1.1 As capacity on a shared UNE facility.
 - 5.4.1.2 As a circuit (e.g., DS0 and voice grade) dedicated to CLEC Carrier.
 - 5.4.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
 - 5.4.3 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
 - 5.4.4 Technical Requirements
 - 5.4.4.1 The entire designated transmission service (e.g., DS0 or voice grade) shall be dedicated to CLEC Carrier designated traffic.

- 5.4.4.2 BellSouth shall offer the following interface transmission rates for DS0 or voice grade Dedicated Transport: DS0 Equivalent
- 5.4.4.3 BellSouth shall design Dedicated Transport according to its network infrastructure. CLEC Carrier shall specify the termination points for Dedicated Transport.
- 5.4.4.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 5.4.4.5 Technical BellSouth Technical References:TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6. SS7 Network Interconnection

- 6.1 SS7 Network Interconnection is the interconnection of CLEC Carrier local signaling transfer point switches or CLEC Carrier 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, CLEC Carrier local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 6.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and CLEC Carrier or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 6.3 If traffic is routed based on dialed or translated digits between a CLEC Carrier 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 CLEC Carrier local signaling transfer point switches and BellSouth or other third-party local switch.
- 6.4 SS7 Network Interconnection shall provide:
 - 6.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 6.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 6.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 6.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is

another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an CLEC Carrier local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of CLEC Carrier local STPs and shall not include SCCP Subsystem Management of the destination.

- 6.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 6.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 6.8 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.
- 6.9 Interface Requirements
 - 6.9.1 The following SS7 Network Interconnection interface options are available to connect CLEC Carrier or CLEC Carrier-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 6.9.1.1 A-link interface from CLEC Carrier local or tandem switching systems; and
 - 6.9.1.2 B-link interface from CLEC Carrier STPs.
 - 6.9.2 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 6.9.3 BellSouth shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 6.9.4 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.
 - 6.9.5 BellSouth shall set message screening parameters to accept messages from CLEC Carrier local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC Carrier switching system has a valid signaling relationship.
- 7. **Automatic Location Identification/Data Management System (ALI/DMS)**

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

7.2 Technical Requirements

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

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

8. Operational Support Systems

8.1 BellSouth has developed and made available electronic interfaces by which CLEC Carrier may submit LSRs electronically.

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

8.3 Denial/Restoral OSS Charge

8.3.1 In the event CLEC Carrier 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.

8.4 Cancellation OSS Charge

8.4.1 CLEC Carrier will incur an OSS charge for an accepted LSR that is later cancelled.

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

8.6 Network Elements and Other Services Manual Additive

8.6.1 The Commissions in some states have ordered per element manual additive NRC charges (NRC) for Network Elements and Other Services ordered by means other

than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOMEc		3.50	0.00	3.50	0.00					
	OSS-Manual Service Order Charge, Per LSR-UNE Only							SOMAN		15.66	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA												
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day							SDASP		200.00								
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									35.13	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30					
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30					
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		34.16	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		19.85	19.85							
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)						UEANL	UREWO		15.78	8.94							
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)						UEANL	UEANM		13.44								
	Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		8.15	8.15							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		18.09								
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
	2W Unbundled Copper Loop-Non-Designed Zone 1				I	1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15					

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	NRC Disconnect	First	Add'l	OSS Rates(\$)				
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.15									
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.44									
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
2-WIRE ISDN DIGITAL GRADE LOOP																	
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.63	44.16								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)		
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73					
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.13	49.75							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
		4-WIRE COPPER LOOP														
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		CLEC to CLEC conversion Charge w/o outside dispatch			UCL	UREWO		97.23	42.48							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.09								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pr < or = 18kft per Unbundled Loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	OSS Rates(\$)				
								SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Unbundled Loop Modification Removal of Load Coils-4W < or = 18K ft, per Unbundled Loop	I		UHL, UCL, UEA	ULM4L		0.00	0.00							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41							
SUB-LOOPS																
	Sub-Loop Distribution															
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		244.42								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.64								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.45								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		55.15								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15							
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07					
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07					
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15							
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15							
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.16	59.25	24.41	49.71	9.07					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.16	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.85	19.85							
		2W Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70					
		2W Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70					
		2W Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.15	8.15							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.15	8.15							
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.94	0.88							
		Loop Testing-Basic 1st Half Hour			UEF	URET1		34.16	0.00							
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.85	19.85							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10							
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10							
		Unbundled Loop Modification, Removal of Bridge Tap, per loop			UEF	ULMBT		278.20	6.11							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.40	30.01								
		Network Interface Device (NID)														
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.23	28.38							
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		63.97	49.11							
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.87	5.87							
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.87	5.87							
		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, UEQ, UEQ, UEA, UEL, UDL, UDN, UEA, UHL,	UNECN	0.00	0.00								
		Unbundled Contract Name, Provisioning Only-no rate			UEANL, UEQ, UEA, UEL, UDL, UDN, UEA, UHL,	UNECN	0.00	0.00								
		LOOP MAKE-UP														
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00							

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	OSS Rates(\$)			
										SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	

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

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN		
											SOMAN	SOMAN		
	</													

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																				
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																				
	OSS-Electronic Service Order Charge, Per LSR-UNE Only								SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only								SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																				
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																				
								UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, 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									
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																				
ORDER MODIFICATION CHARGE																				
	Order Modification Charge (OMC)										26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)										150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2W Analog VG Loop- SL1- Zone 1						1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 2						2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 3						3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 1						1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 2						2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 3						3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Unbundled Misc Rate Element, Tag Loop at End User Premise							UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour							UEANL	URET1		48.65	0.00								
	Loop Testing-Basic Additional Half Hour							UEANL	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)							UEANL	UREWO		15.78	8.94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-EI)							UEANL	UEANM		13.49									
	Manual Order Coordination for UVL-SL1s (per loop)							UEANL	UEAMC			9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)							UEANL	OCOSL		23.02									
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																				
	2W Unbundled Copper Loop-Non-Designed Zone 1					I	1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A				
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)			
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		2W Unbundled Copper Loop-Non-Designed-Zone 2				I	2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
		2W Unbundled Copper Loop-Non-Designed-Zone 3				I	3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
		Unbundled Misc Rate Element, Tag Loop at End User Premise						UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-ND (per loop)						UEQ	USBMC		9.00									
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information-E.I.)						UEQ	UEQMU		13.49									
		Loop Testing-Basic 1st Half Hour						UEQ	URET1		48.65	0.00								
		Loop Testing-Basic Additional Half Hour						UEQ	URETA		23.95	23.95								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)						UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1					1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2					2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3					3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1					1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2					2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3					3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
		CLEC to CLEC Conversion Charge w/o outside dispatch						UEA	UREWO		87.71	36.35								
		Loop Tagging-Service Level 2 (SL2)						UEA	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																				
		4W Analog VG Loop-Zone 1					1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
		4W Analog VG Loop-Zone 2					2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
		4W Analog VG Loop-Zone 3					3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
		CLEC to CLEC Conversion Charge w/o outside dispatch						UEA	UREWO		87.71	36.35								
2-WIRE ISDN DIGITAL GRADE LOOP																				
		2W ISDN Digital Grade Loop-Zone 1					1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
		2W ISDN Digital Grade Loop-Zone 2					2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
		2W ISDN Digital Grade Loop-Zone 3					3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
		CLEC to CLEC Conversion Charge w/o outside dispatch						UDN	UREWO		91.61	44.15								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1					1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2					2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3					3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1					1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2					2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3					3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
		CLEC to CLEC Conversion Charge w/o outside dispatch						UAL	UREWO		86.19	40.39								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1					1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2					2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3					3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1					1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2					2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3					3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
		CLEC to CLEC Conversion Charge w/o outside dispatch						UHL	UREWO		86.12	40.39								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1					1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2					2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	OSS Rates(\$)				
												SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.12	40.39							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.11	49.74							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12					
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)			UCL	UREWO		97.21	42.47							
		4-WIRE COPPER LOOP														
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UCL	UREWO		97.21	42.47							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		23.02								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52							

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	SOMECS	SOMAN	OSS Rates(\$)		
SUB-LOOPS														SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution														
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		6.25								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		38.65								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00							
		Sub-Loop Distribution Per 4W Analog VG Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60					
		Sub-Loop Distribution Per 4W Analog VG Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60					
		Sub-Loop Distribution Per 4W Analog VG Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00							
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00							
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		48.65	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		23.95	23.95							
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26					
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26					
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00							
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							
		Loop Testing-Basic 1st Half Hour			UEF	URET1		48.65	0.00							
		Loop Testing-Basic Additional Half Hour			UEF	URETA		23.95	23.95							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11							
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.4572	18.02								
		Network Interface Device (NID)														
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		71.49	48.87							
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		113.89	89.07							
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		7.63	7.63							
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		7.63	7.63							
		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,UE NTW	UNECN		0.00	0.00							
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL	UNECN		0.00	0.00							
		LOOP MAKE-UP														
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17							
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07							
		Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784							
		LINE SHARING														
		NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:														
		NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")														

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																	
		NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																	
		NOTE 1: Above will apply to USOCs: ULSDT and ULSC																	
		**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																	
		LINE SHARING																	
		SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity						ULS	ULSDA	119.72	379.13	0.00	347.90	0.00					
		Line Sharing Splitter, per System 24 Line Capacity						ULS	ULSDB	29.93	379.13	0.00	347.90	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity						ULS	ULSD8	8.33	379.13	0.00	347.90	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)						ULS	ULSDG		173.66	0.00	97.42	0.00					
		END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																	
		Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2						ULS	ULSDC	0.61	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSDT	1.99	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSDT	3.98	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSDT	5.97	29.68	21.28	19.57	9.61					
		Line Sharing- per Subsequent Activity per Line Rearrangement -(BST Owned Splitter)						ULS	ULSDS		21.68	16.44							
		Line Sharing- per Subsequent Activity per Line Rearrangement -(DLEC Owned Splitter)						ULS	ULSCS		21.68	16.44							
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2						ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSCT	1.99	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSCT	3.98	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSCT	5.97	47.44	19.31	20.67	12.74					
		MAINTENANCE																	
		No Trouble Found-per 1/2 hour increments-Basic									80.00	55.00							
		No Trouble Found-per 1/2 hour increments-Overtime									120.00	82.50							
		No Trouble Found-per 1/2 hour increments-Premium									160.00	110.00							
		UNBUNDLED DEDICATED TRANSPORT																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo						U1TVX	1L5XX	0.0091									
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination						U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03					
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per mi per mo						U1TVX	1L5XX	0.0091									
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Termination						U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03					
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo						U1TVX	1L5XX	0.0091									
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination						U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03					
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo						U1TDX	1L5XX	0.0091									
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination						U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03					
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo						U1TDX	1L5XX	0.0091									
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination						U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03					
		SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	135.05									
		CCS7 Signaling Connection, Per DS1 level link (A link)						UDB	TPP6A	17.93	43.57	43.57	18.31	18.31					
		CCS7 Signaling Connection, Per DS3 level link (A link)						UDB	TPP9A	17.93	43.57	43.57	18.31	18.31					
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)						UDB	TPP6B	17.93	43.57	43.57	18.31	18.31					
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)						UDB	TPP9B	17.93	43.57	43.57	18.31	18.31					
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected						UDB	CCAPO		46.03	46.03	46.03	46.03					
		E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG-Zone 1								21.94	265.84	46.97	37.63	4.00					
		Local Channel-Dedicated-2-wr VG-Zone 2								29.62	265.84	46.97	37.63	4.00					
		Local Channel-Dedicated-2-wr VG-Zone 3								57.22	265.84	46.97	37.63	4.00					
		Interoffice Transport-Dedicated-2-wr VG Per mi								0.0091									
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination								25.32	47.35	31.78	18.31	7.03					

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELS)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as 'Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as 'Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOMEc		3.50	0.00	3.50	0.00					
	OSS-Manual Service Order Charge, Per LSR-UNE Only							SOMAN		11.73	0.00	6.13	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
							UAL, UEANL, UCL, UEF, UDC, 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, UDLX, 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								
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																		
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEAL2	10.51	40.02	9.99	5.61	1.72					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEAL2	15.85	40.02	9.99	5.61	1.72					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEAL2	31.97	40.02	9.99	5.61	1.72					
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEASL	10.51	40.02	9.99	5.61	1.72					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEASL	15.85	40.02	9.99	5.61	1.72					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEASL	31.97	40.02	9.99	5.61	1.72					
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		25.12	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		13.62	13.62							
	CLEC to CLEC Conversion Charge w/o 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		7.30	7.30							
	Manual Order Coordiantion for UVL-SL1s (per loop)						UEANL	UEAMC		18.92	18.92							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		57.79								
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop Non-Designed- Zone 1						1	UEQ	UEQ2X	11.02	44.69	22.40	0.00	0.00				
		2W Unbundled Copper Loop Non-Designed- Zone 2						2	UEQ	UEQ2X	12.72	44.69	22.40	0.00	0.00				
		2W Unbundled Copper Loop Non-Designed- Zone 3						3	UEQ	UEQ2X	20.22	44.69	22.40	0.00	0.00				
		Unbundled Misc Rate Element, Tag Loop at End User Premise							UEQ	URETL		8.33	0.83						
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)							UEQ	USBMC		18.92	18.92						
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)							UEQ	UEQMU		7.30	7.30						
		Loop Testing-Basic 1st Half Hour							UEQ	URET1		25.12	0.00						
		Loop Testing-Basic Additional Half Hour							UEQ	URETA		13.62	13.62						
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)							UEQ	UREWO		14.25	7.42						
UNBUNDLED EXCHANGE ACCESS LOOP																			
	2-WIRE ANALOG VOICE GRADE LOOP																		
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1						1	UEA	UEAL2	11.57	79.85	24.65	18.92	7.87				
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2						2	UEA	UEAL2	16.95	79.85	24.65	18.92	7.87				
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3						3	UEA	UEAL2	33.08	79.85	24.65	18.92	7.87				
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1						1	UEA	UEAR2	11.57	79.85	24.65	18.92	7.87				
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2						2	UEA	UEAR2	16.95	79.85	24.65	18.92	7.87				
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3						3	UEA	UEAR2	33.08	79.85	24.65	18.92	7.87				
		CLEC to CLEC Conversion Charge w/o outside dispatch							UEA	UREWO		87.72	36.36						
		Loop Tagging-Service Level 2 (SL2)							UEA	URETL		11.19	1.10						
	4-WIRE ANALOG VOICE GRADE LOOP																		
		4W Analog VG Loop-Zone 1						1	UEA	UEAL4	17.80	93.01	28.17	19.52	8.12				
		4W Analog VG Loop-Zone 2						2	UEA	UEAL4	21.68	93.01	28.17	19.52	8.12				
		4W Analog VG Loop-Zone 3						3	UEA	UEAL4	30.25	93.01	28.17	19.52	8.12				
		CLEC to CLEC Conversion Charge w/o outside dispatch							UEA	UREWO		87.72	36.36						
	2-WIRE ISDN DIGITAL GRADE LOOP																		
		2W ISDN Digital Grade Loop-Zone 1						1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97				
		2W ISDN Digital Grade Loop-Zone 2						2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97				
		2W ISDN Digital Grade Loop-Zone 3						3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97				
		CLEC to CLEC Conversion Charge w/o outside dispatch							UDN	UREWO		120.98	33.04						
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																		
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1					I	1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00				
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2					I	2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00				
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3					I	3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00				
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1					I	1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00				
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2					I	2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00				
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3					I	3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00				
		CLEC to CLEC Conversion Charge w/o outside dispatch					I		UAL	UREWO		44.69	29.29						
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1					I	1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00				
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2					I	2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00				
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3					I	3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00				
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1					I	1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00				
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2					I	2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00				
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3					I	3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00				
		CLEC to CLEC Conversion Charge w/o outside dispatch					I		UHL	UREWO		44.69	31.55						
	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	0.00	0.00				

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00					
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00					
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		44.69	31.55							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	21.86	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	28.36	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.22	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	21.86	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	28.36	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	38.22	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	21.86	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	28.36	196.66	37.00	18.82	7.20					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	38.22	196.66	37.00	18.82	7.20					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.95	49.66							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00					
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		44.69	31.55							
		4-WIRE COPPER LOOP														
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00					
		CLEC to CLEC conversion Charge w/o outside dispatch	I		UCL	UREWO		44.69	31.55							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.92	18.92							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL,	OCOSL		57.79								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop	I		UHL, UCL, UEA	ULM4L		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
								UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91								
SUB-LOOPS		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop																	
	Sub-Loop Distribution																		
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up						UEANL	USBSA			255.76								
	Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up						UEANL	USBSB			7.29								
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up						UEANL	USBSC			175.09								
	Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up						UEANL	USBSD			51.61								
	Unbundled Sub-Loops, Riser Cable, 2W per Loop, Working and Spare Loop Activation						UEANL	USBRC	3.61	28.46	3.85	2.20	0.01						
	Unbundled Sub-Loops, Riser Cable, 4W per Loop, Working and Spare Loop Activation						UEANL	USBRD	7.67	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1					1	UEANL	USBN2	6.52	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2					2	UEANL	USBN2	10.18	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3					3	UEANL	USBN2	19.51	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1					1	UEANL	USBN4	5.93	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2					2	UEANL	USBN4	9.71	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3					3	UEANL	USBN4	18.85	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr						UEANL	USBMC			18.92	18.92							
	Sub-Loop 2W Intrabuilding Network Cable (INC)						UEANL	USBR2	3.61	28.46	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr						UEANL	USBMC			18.92	18.92							
	Sub-Loop 4W Intrabuilding Network Cable (INC)				I		UEANL	USBR4	7.67	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr						UEANL	USBMC			18.92	18.92							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1			25.12	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA			13.62	13.62							
	2W Copper Unbundled Sub-Loop Distribution-Zone 1				I	1	UEF	UCS2X	5.94	28.46	3.85	2.20	0.01						
	2W Copper Unbundled Sub-Loop Distribution-Zone 2				I	2	UEF	UCS2X	7.51	28.46	3.85	2.20	0.01						
	2W Copper Unbundled Sub-Loop Distribution-Zone 3				I	3	UEF	UCS2X	9.22	28.46	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr						UEF	USBMC			18.92	18.92							
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1				I	1	UEF	UCS4X	6.37	31.07	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2				I	2	UEF	UCS4X	6.32	31.07	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3				I	3	UEF	UCS4X	9.10	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr						UEF	USBMC			18.92	18.92							
	Loop tagging SL1, Unbundled Copper Loop, ND and Distribution Subloops						UEF, UEANL	URETL			8.92	0.88							
	Loop Testing-Basic 1st Half Hour						UEF	URET1			25.12	0.00							
	Loop Testing-Basic Additional Half Hour						UEF	URETA			13.62	13.62							
Unbundled Sub-Loop Modification																			
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR						UEF	ULM2X			0.00	0.00							
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR						UEF	ULM4X			0.00	0.00							
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop						UEF	ULMBT			17.91	17.91							
Unbundled Network Terminating Wire (UNTW)																			
	Unbundled Network Terminating Wire (UNTW) per pr						UENTW	UENPP	0.533	25.12	12.28								
Network Interface Device (NID)																			
	Network Interface Device (NID)-1-2 lines				I		UENTW	UND12			32.86	20.69							
	Network Interface Device (NID)-1-6 lines				I		UENTW	UND16			56.03	43.86							
	Network Interface Device Cross Connect-2W				I		UENTW	UNDC2			2.45	2.45							
	Network Interface Device Cross Connect-4W						UENTW	UNDC4			2.45	2.45							
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,UE NTW	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only-no rate						UAL,UCL,UDC,UDL, UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																			
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).						UMK	UMKLW			15.19	15.19							
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).						UMK	UMKLP			19.85	19.85							

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.82	0.82								
LINE SHARING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCs: ULSDT and ULSC																
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and in service on or before October 1, 2003																
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA		131.00	0.00	0.00	0.00	0.00					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB		32.00	0.00	0.00	0.00	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8		11.00	0.00	0.00	0.00	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		66.34	0.00	51.20	0.00						
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																	
		Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2			ULS	ULSDC		0.61	10.51	7.70	7.00	4.20					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSDT		2.76	10.51	7.70	7.00	4.20					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSDT		5.51	10.51	7.70	7.00	4.20					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSDT		8.27	10.51	7.70	7.00	4.20					
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		36.23	13.23	16.94	1.69						
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		36.23	13.23	16.94	1.69						
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC		0.61	17.82	9.36	8.53	4.30					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSCT		2.76	17.82	9.36	8.53	4.30					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSCT		5.51	17.82	9.36	8.53	4.30					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSCT		8.27	17.82	9.36	8.53	4.30					
MAINTENANCE																	
		No Trouble Found-per 1/2 hour increments-Basic						80.00	55.00								
		No Trouble Found-per 1/2 hour increments-Overtime						120.00	82.50								
		No Trouble Found-per 1/2 hour increments-Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	12.87	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	12.87	48.46	19.48	16.58	5.00						
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	10.78	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	7.83	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	7.83	48.46	19.48	16.58	5.00						
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.80										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.15	28.15	33.32	33.32						
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG						7.74	121.07	53.30	46.40	13.37					

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN
										0.0057								
										12.87	48.46	19.48	16.58	5.00				
										18.47	149.46	111.20	40.36	26.12				
										56.30	149.46	111.20	40.36	26.12				
										164.70	149.46	111.20	40.36	26.12				
										0.1154								
										34.19	111.03	80.28	31.36	21.73				
ENHANCED EXTENDED LINK (EELs)																		
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																		
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																		
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																		
							1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86				
							2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86				
							3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86				
								UNCVX	1L5XX	0.0057								
								UNCVX	U1TV2	12.87	66.53	33.61	43.42	27.60				
								UNCVX	UNCCC		5.70	5.70	6.61	6.61				
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																		
							1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86				
							2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86				
							3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86				
								UNCVX	1L5XX	0.0057								
								UNCVX	U1TV4	10.78	66.53	33.61	43.42	27.60				
								UNCVX	UNCCC		5.70	5.70	6.61	6.61				
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																		
							1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86				
							2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86				
							3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86				
								UNCDX	1L5XX	0.0057								
								UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60				
								UNCDX	UNCCC		5.70	5.70	6.61	6.61				
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																		
							1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86				
							2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86				
							3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86				
								UNCDX	1L5XX	0.0057								
								UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60				
								UNCDX	UNCCC		5.70	5.70	6.61	6.61				
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		
							1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86				
							2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86				
							3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86				
								UNCDX	1L5XX	0.0057								
								UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60				
								UNCDX	UNCCC		5.70	5.70	6.61	6.61				
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		
							1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86				
							2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86				
							3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86				
								UNCDX	1L5XX	0.0057								
								UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60				
								UNCDX	UNCCC		5.70	5.70	6.61	6.61				
ADDITIONAL NETWORK ELEMENTS																		
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																		
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																		
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																		
								UNCVX	UNCCC		5.70	5.70	6.61	6.61				
								UNCDX	UNCCC		5.70	5.70	6.61	6.61				
Miscellaneous																		
						I		UN1CX	OCOSR		18.89	18.89						

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
								Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C 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																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOME C	3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only							SOMAN	7.86	0.00	0.99	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																		
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)								33.37	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)								150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65					
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65					
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		46.88	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		24.16	24.16							
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)						UEANL	UREWO		15.78	8.94							
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)						UEANL	UEANM		13.49	13.49							
	Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		23.01	23.01							
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
	2W Unbundled Copper Loop-Non-Designed Zone 1				I	1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65					

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	OSS Rates(\$)					
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.49	13.49								
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		46.88	0.00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
2-WIRE ISDN DIGITAL GRADE LOOP																	
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.63	44.16								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS Rates(\$)			
						Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN		
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.13	49.75								
		2-WIRE Unbundled COPPER LOOP															
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
		4-WIRE COPPER LOOP															
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		23.01									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		12.50	12.50								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00								
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.94	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		46.88	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		73.53	49.47								
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		115.96	91.91								
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		8.56	8.56								
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		8.56	8.56								
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, UEA, UEL, UCL, UDC, UDL, UDN, UEA, UHL	UNECN	0.00	0.00									
		Unbundled Contact Name, Provisioning Only-no rate				UNECN	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	SOMECE	SOMAN	OSS Rates(\$)					
LINE SHARING														SOMAN	SOMAN	SOMAN	SOMAN			
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																			
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																			
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																			
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																			
	NOTE 1: Above will apply to USOCs: ULSDT and ULSC																			
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																			
LINE SHARING																				
SPLITTERS-CENTRAL OFFICE BASED																				
	Line Sharing Splitter, per System 96 Line Capacity						ULS	ULSDA	198.83	379.05	0.00	358.55	0.00							
	Line Sharing Splitter, per System 24 Line Capacity						ULS	ULSDB	49.71	379.05	0.00	358.55	0.00							
	Line Sharing Splitter, Per System, 8 Line Capacity						ULS	ULSD8	16.94	377.71	0.00	357.29	0.00							
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)						ULS	ULSDG		173.62	0.00	100.40	0.00							
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																				
	Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2						ULS	ULSDC	0.61	37.16	21.28	20.17	9.90							
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSDT	2.65	37.16	21.28	20.17	9.90							
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSDT	5.29	37.16	21.28	20.17	9.90							
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSDT	7.94	37.16	21.28	20.17	9.90							
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)						ULS	ULSDS		32.90	16.43									
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)						ULS	ULSCS		32.90	16.43									
	Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2						ULS	ULSCC	0.61	47.44	19.31	20.67	12.74							
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSCT	2.65	47.44	19.31	20.67	12.74							
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSCT	5.29	47.44	19.31	20.67	12.74							
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSCT	7.94	47.44	19.31	20.67	12.74							
MAINTENANCE																				
	No Trouble Found-per 1/2 hour increments-Basic									80.00	55.00									
	No Trouble Found-per 1/2 hour increments-Overtime									120.00	82.50									
	No Trouble Found-per 1/2 hour increments-Premium									160.00	110.00									
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo						U1TVX	1L5XX	0.01											
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination						U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel -Dedicated Transport- 2W VG Rev Bat.-Per mi per mo						U1TVX	1L5XX	0.01											
	Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination						U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo						U1TVX	1L5XX	0.01											
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination						U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75							
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo						U1TDX	1L5XX	0.0115											
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination						U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo						U1TDX	1L5XX	0.0115											
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination						U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75							
SIGNALING (CCS7)																				
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1						UDB	TPP6A	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3						UDB	TPP9A	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1						UDB	TPP6B	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3						UDB	TPP9B	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected						UDB	CCAPO		46.02	46.02	56.43	56.43							
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected						UDB	CCAPD		46.02	46.02	56.43	56.43							
E911 SERVICE																				
	Local Channel-Dedicated-2-wr VG								18.57	265.78	46.96	46.79	4.98							
	Interoffice Transport-Dedicated-2-wr VG Per mi								0.0115											

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination							29.11	47.34	31.78	22.77	8.75						
		Local Channel-Dedicated-DS1-Zone 1							40.46	209.60		176.51	30.21	21.07					
		Local Channel-Dedicated-DS1-Zone 2							43.39	209.60	176.51	30.21	21.07						
		Local Channel-Dedicated-DS1-Zone 3							164.50	209.60	176.51	30.21	21.07						
		Interoffice Transport-Dedicated-DS1 Per mi							0.23										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination							96.04	105.52	98.46	23.09	20.49						
ENHANCED EXTENDED LINK (EELs)																			
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																			
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																			
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																			
		2WVG Loop in combination-Zone 1				1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2WVG Loop in combination-Zone 2				2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		2WVG Loop in combination-Zone 3				3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo					UNCVX	1L5XX	0.01										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo					UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																			
		4WVG Loop in combination -Zone 1				1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4WVG Loop in combination -Zone 2				2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4WVG Loop in combination -Zone 3				3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo					UNCVX	1L5XX	0.01										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo					UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																			
		4W 56 kbps Local Loop in combination-Zone 1				1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4W 56 kbps Local Loop in combination-Zone 2				2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4W 56 kbps Local Loop in combination-Zone 3				3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo					UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo					UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																			
		4W 64 kbps Local Loop in Combination-Zone 1				1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4W 64 kbps Local Loop in Combination-Zone 2				2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4W 64 kbps Local Loop in Combination-Zone 3				3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo					UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo					UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																			
		First 4W 56 kbps Local Loop in combination-Zone 1				1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		First 4W 56 kbps Local Loop in combination-Zone 2				2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		First 4W 56 kbps Local Loop in combination-Zone 3				3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo					UNCDX	1L5XX	0.01										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo					UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																			
		First 4W 64 kbps Local Loop in combination-Zone 1				1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4W 64 kbps Local Loop in combination-Zone 2				2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4W 64 kbps Local Loop in combination-Zone 3				3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		First 4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo					UNCDX	1L5XX	0.01										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo					UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	11.17	11.17						
ADDITIONAL NETWORK ELEMENTS																			
When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																			
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																			
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																			
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG					UNCVX	UNCCC		8.98	8.98	11.17	11.17						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps					UNCDX	UNCCC		8.98	8.98	11.17	11.17						
Miscellaneous																			
		NRC-Order Coordination Specific Time-Dedicated Transport				I	UN1CX	OCOSR		18.87	18.87								
Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																			

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First Add'l		NRC Disconnect First Add'l		OSS Rates(\$)					
													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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only								SOMEc	3.50	0.00	3.50	0.00					
	OSS-Manual Service Order Charge, Per LSR-UNE Only								SOMAN	15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, 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												
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day							SDASP		200.00								
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87									
		2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87									
		2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87									
		2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87									
		2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87									
		2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87									
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83									
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		33.17	0.00									
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.28	19.28									
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.93									
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.04	13.04									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56									
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
		2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60									

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	OSS Rates(\$)				
													SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
												</					

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	SOMECE	SOMAN	OSS Rates(\$)		
														SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	16.65	153.26	104.54							
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	17.34	153.26	104.54							
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.24	129.00	92.20							
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	16.65	129.00	92.20							
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	17.34	129.00	92.20							
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.00	40.34							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	30.99	121.86	85.48							
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	36.78	121.86	85.48							
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.92	121.86	85.48							
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	30.99	121.86	85.48							
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	36.78	121.86	85.48							
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	38.92	121.86	85.48							
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	30.99	121.86	85.48							
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	36.78	121.86	85.48							
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	38.92	121.86	85.48							
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.97	49.67							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.29	116.18	67.46							
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	14.09	116.18	67.46							
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	15.75	116.18	67.46							
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.29	91.92	55.12							
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	14.09	91.92	55.12							
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	15.75	91.92	55.12							
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47							
		4-WIRE COPPER LOOP														
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	22.27	139.69	90.96							
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.95	139.69	90.96							
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	10.99	139.69	90.96							
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	22.27	115.43	78.63							
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.95	115.43	78.63							
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	10.99	115.43	78.63							
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		17.56								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	
								UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15							
SUB-LOOPS																			
	Sub-Loop Distribution																		
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up																		
	Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up																		
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up																		
	Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up																		
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1																		
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2																		
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1																		
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2																		
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	Sub-Loop 2W Intrabuilding Network Cable (INC)																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	Sub-Loop 4W Intrabuilding Network Cable (INC)																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	Loop Testing-Basic 1st Half Hour																		
	Loop Testing-Basic Additional Half Hour																		
	2W Copper Unbundled Sub-Loop Distribution-Zone 1																		
	2W Copper Unbundled Sub-Loop Distribution-Zone 2																		
	2W Copper Unbundled Sub-Loop Distribution-Zone 3																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1																		
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2																		
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3																		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr																		
	Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops																		
	Loop Testing-Basic 1st Half Hour																		
	Loop Testing-Basic Additional Half Hour																		
	Unbundled Sub-Loop Modification																		
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR																		
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR																		
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop																		
	Unbundled Network Terminating Wire (UNTW)																		
	Unbundled Network Terminating Wire (UNTW) per pr																		
	Network Interface Device (NID)																		
	Network Interface Device (NID)-1-2 lines																		
	Network Interface Device (NID)-1-6 lines																		
	Network Interface Device Cross Connect-2W																		
	Network Interface Device Cross Connect-4W																		
UNE OTHER, PROVISIONING ONLY - NO RATE																			
	NID-Dispatch and Service Order for NID installation																		
	UNTW Circuit Id Establishment, Provisioning Only-No Rate																		
	Unbundled Contract Name, Provisioning Only-No Rate																		
	Unbundled Contact Name, Provisioning Only-no rate																		
LOOP MAKE-UP																			
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).																		
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).																		

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)								UMK	UMKMQ		0.19	0.19						
LINE SHARING																				
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																				
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																				
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																				
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																				
NOTE 1: Above will apply to USOCs: ULSDT and ULSC																				
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and in service on or before October 1, 2003																				
LINE SHARING																				
SPLITTERS-CENTRAL OFFICE BASED																				
		Line Sharing Splitter, per System 96 Line Capacity								ULS	ULSDA	187.17	183.33	0.00						
		Line Sharing Splitter, per System 24 Line Capacity								ULS	ULSDB	46.79	183.33	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity								ULS	ULSD8	15.59	183.33	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)								ULS	ULSDG		83.98	0.00						
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																				
		Line Sharing-per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2								ULS	ULSDC	0.61	17.97	10.29						
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)								ULS	ULSDT	3.10	17.97	10.29						
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)								ULS	ULSDT	6.20	17.97	10.29						
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)								ULS	ULSDT	9.30	17.97	10.29						
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)								ULS	ULSDS		15.91	7.95						
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)								ULS	ULSCS		15.91	7.95						
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2								ULS	ULSCC	0.61	47.44	19.31						
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)								ULS	ULSCT	3.10	47.44	19.31						
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)								ULS	ULSCT	6.20	47.44	19.31						
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)								ULS	ULSCT	9.30	47.44	19.31						
MAINTENANCE																				
		No Trouble Found-per 1/2 hour increments-Basic											80.00	55.00						
		No Trouble Found-per 1/2 hour increments-Overtime											120.00	82.50						
		No Trouble Found-per 1/2 hour increments-Premium											160.00	110.00						
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo								U1TVX	1L5XX	0.013								
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination								U1TVX	U1TV2	22.60	39.36	26.62						
		Interoffice Channel-Dedicated Transport t- 2W VG Rev Bat.-Per mi per mo								U1TVX	1L5XX	0.013								
		Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination								U1TVX	U1TR2	22.60	39.36	26.62						
		Interoffice Channel-Dedicated Transport-4W VG-Per mi per mo								U1TVX	1L5XX	0.013								
		Interoffice Channel-Dedicated Transport-4W VG-Facility Termination								U1TVX	U1TV4	19.81	39.36	26.62						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo								U1TDX	1L5XX	0.013								
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination								U1TDX	U1TD5	15.61	39.37	26.62						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo								U1TDX	1L5XX	0.013								
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination								U1TDX	U1TD6	15.61	39.37	26.62						
SIGNALING (CCS7)																				
		CCS7 Signaling Termination, Per STP Port								UDB	PT8SX	147.60								
		CCS7 Signaling Connection, Per DS1 level link (A link)								UDB	TPP6A	15.77	34.50	34.50						
		CCS7 Signaling Connection, Per DS3 level link (A link)								UDB	TPP9A	15.77	34.50	34.50						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)								UDB	TPP6B	15.77	34.50	34.50						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)								UDB	TPP9B	15.77	34.50	34.50						
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected								UDB	CCAPO		28.17	28.17						

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected					UDB	CCAPD		28.17	28.17						
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG-Zone 1							18.32	187.51	32.21						
		Local Channel-Dedicated-2-wr VG-Zone 2							18.32	187.51	32.21						
		Local Channel-Dedicated-2-wr VG-Zone 3							18.32	187.51	32.21						
		Interoffice Transport-Dedicated-2-wr VG Per mi							0.013								
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination							22.60	39.36	26.62						
		Local Channel-Dedicated-DS1-Zone 1							39.18	172.34	149.27						
		Local Channel-Dedicated-DS1-Zone 2							121.58	172.34	149.27						
		Local Channel-Dedicated-DS1-Zone 3							70.02	172.34	149.27						
		Interoffice Transport-Dedicated-DS1 Per mi							0.2652								
		Interoffice Transport-Dedicated-DS1 Per Facility Termination							70.47	86.69	79.44						
ENHANCED EXTENDED LINK (EELs)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		2WVG Loop in combination-Zone 1			1	UNCVX	UEAL2		14.93	94.21	45.09						
		2WVG Loop in combination-Zone 2			2	UNCVX	UEAL2		25.35	94.21	45.09						
		2WVG Loop in combination-Zone 3			3	UNCVX	UEAL2		50.46	94.21	45.09						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo				UNCVX	1L5XX		0.013								
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo				UNCVX	U1TV2		22.60	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCVX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		4WVG Loop in combination -Zone 1			1	UNCVX	UEAL4		30.81	94.21	45.09						
		4WVG Loop in combination -Zone 2			2	UNCVX	UEAL4		38.32	94.21	45.09						
		4WVG Loop in combination -Zone 3			3	UNCVX	UEAL4		60.39	94.21	45.09						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo				UNCVX	1L5XX		0.013								
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo				UNCVX	U1TV4		19.81	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCVX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																	
		4W 56 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL56		30.99	94.21	45.09						
		4W 56 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL56		36.78	94.21	45.09						
		4W 56 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL56		38.92	94.21	45.09						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo				UNCDX	1L5XX		0.013								
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo				UNCDX	U1TD5		15.61	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																	
		4W 64 kbps Local Loop in Combination-Zone 1			1	UNCDX	UDL64		30.99	94.21	45.09						
		4W 64 kbps Local Loop in Combination-Zone 2			2	UNCDX	UDL64		36.78	94.21	45.09						
		4W 64 kbps Local Loop in Combination-Zone 3			3	UNCDX	UDL64		38.92	94.21	45.09						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo				UNCDX	1L5XX		0.013								
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo				UNCDX	U1TD6		15.61	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4W 56 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL56		30.99	94.21	45.09						
		First 4W 56 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL56		36.78	94.21	45.09						
		First 4W 56 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL56		38.92	94.21	45.09						
		First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo				UNCDX	1L5XX		0.013								
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo				UNCDX	U1TD5		15.61	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4W 64 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL64		30.99	94.21	45.09						
		First 4W 64 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL64		36.78	94.21	45.09						
		First 4W 64 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL64		38.92	94.21	45.09						
		First 4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo				UNCDX	1L5XX		0.013								
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo				UNCDX	U1TD6		15.61	72.60	41.75						
		NRC Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.43	5.43							

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
											Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)						
												First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ADDITIONAL NETWORK ELEMENTS																						
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																					
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																					
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																					
	NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG								UNCVX	UNCCC		5.43	5.43									
	NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps								UNCDX	UNCCC		5.43	5.43									
	Miscellaneous																					
	NRC-Order Coordination Specific Time-Dedicated Transport						I		UN1CX	OCOSR		18.85	18.85									

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECE	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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECE 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																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOMECE		3.50	0.00	3.50	0.00					
	OSS-Manual Service Order Charge, Per LSR-UNE Only							SOMAN		15.75	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA												
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day							SDASP		200.00								
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop-SL1-Zone 1					1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 2					2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 3					3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 4					4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 1					1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 2					2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 3					3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25					
	2W Analog VG Loop-SL1-Zone 4					4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25					
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		34.36	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		19.97	19.97							
	CLEC to CLEC Conversion Charge w/o Outside Dispatch						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		13.51	13.51							
	Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		8.20	8.20							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		18.19	18.19							

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)		
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED														
		2W Unbundled Copper Loop-Non-Designed Zone 1	1	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42					
		2W Unbundled Copper Loop-Non-Designed-Zone 2	1	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42					
		2W Unbundled Copper Loop-Non-Designed-Zone 3	1	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42					
		2W Unbundled Copper Loop-Non-Designed-Zone 4	1	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42					
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83							
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.20	8.20							
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.51	13.51							
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.36	0.00							
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.97	19.97							
		CLEC to CLEC Conversion Charge w/o Outside Dispatch			UEQ	UREWO		14.24	7.42							
UNBUNDLED EXCHANGE ACCESS LOOP																
		2-WIRE ANALOG VOICE GRADE LOOP														
		2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37					
		2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.56	36.29							
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.19	1.10							
		4-WIRE ANALOG VOICE GRADE LOOP														
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64					
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64					
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64					
		4W Analog VG Loop-Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.56	36.29							
		2-WIRE ISDN DIGITAL GRADE LOOP														
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37					
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37					
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37					
		2W ISDN Digital Grade Loop-Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.46	44.07							
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93					
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93					
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93					
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93					
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93					
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93					
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93					
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.04	40.33							
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93					
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93					
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93					

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93					
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93					
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93					
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93					
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		85.98	40.33							
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68					
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68					
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68					
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68					
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		85.98	40.33							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64					
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.94	49.66							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93					
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93					
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40							
		4-WIRE COPPER LOOP														

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68					
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68					
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68					
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.19								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59							
SUB-LOOPS																
	Sub-Loop Distribution															
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		259.69								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.77								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		56.39								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20							
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35					
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35					
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35					
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20							
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.29	53.32	18.28	45.36	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20							
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.40	59.60	24.55	51.27	9.35					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.36	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.97	19.97							
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71					
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71					
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71					
		2W Copper Unbundled Sub-Loop Distribution-Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.20	8.20							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35					

UNBUNDLED NETWORK ELEMENTS - Mississippi												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEF	USBMC		8.20	8.20							
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops				UEF, UEANL	URETL		8.92	0.88							
		Loop Testing-Basic 1st Half Hour				UEF	URET1		34.36	0.00							
		Loop Testing-Basic Additional Half Hour				UEF	URETA		19.97	19.97							
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR				UEF	ULM2X		176.80	5.13							
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR				UEF	ULM4X		176.80	5.13							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop				UEF	ULMBT		279.81	6.15							
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per pr				UENTW	UENPP	0.3366	30.55								
		Network Interface Device (NID)															
		Network Interface Device (NID)-1-2 lines				UENTW	UND12		43.84	28.90							
		Network Interface Device (NID)-1-6 lines				UENTW	UND16		65.30	50.36							
		Network Interface Device Cross Connect-2W				UENTW	UNDC2		5.94	5.94							
		Network Interface Device Cross Connect-4W				UENTW	UNDC4		5.94	5.94							
		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,UE NTW	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only-no rate				UAL, UCL, UDC, UDL, UDN, UEA, UHL	UNECN	0.00	0.00								
		LOOP MAKE-UP															
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		24.12	24.12							
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		25.58	25.58							
		Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)				UMK	UMKMQ		0.6652	0.6652							
		LINE SHARING															
		NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:															
		NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
		NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															
		NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
		NOTE 1: Above will apply to USOCs: ULSDT and ULSCT															
		**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003															
		LINE SHARING															
		SPLITTERS-CENTRAL OFFICE BASED															
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	186.67	189.89	0.00	178.41	0.00					
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	46.67	189.89	0.00	178.41	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity				ULS	ULSD8	15.55	189.89	0.00	178.41	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)				ULS	ULSDG		86.98	0.00	49.96	0.00					
		END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
		Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2				ULS	ULSDC	0.61	18.62	10.66	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)				ULS	ULSDT	2.75	18.62	10.66	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)				ULS	ULSDT	5.51	18.62	10.66	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)				ULS	ULSDT	8.26	18.62	10.66	10.04	4.93					
		Line Sharing-per Subsequent Activity per Line Rearrangement(BST Owned Splitter)				ULS	ULSDS		16.48	8.24							
		Line Sharing-per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)				ULS	ULSCS		16.48	8.24							
		Line Sharing-per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2				ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)					ULS	ULSCT	2.75	47.44	19.31	20.67	12.74				
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)					ULS	ULSCT	5.51	47.44	19.31	20.67	12.74				
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)					ULS	ULSCT	8.26	47.44	19.31	20.67	12.74				
		MAINTENANCE															
		No Trouble Found-per 1/2 hour increments-Basic								80.00	55.00						
		No Trouble Found-per 1/2 hour increments-Overtime								120.00	82.50						
		No Trouble Found-per 1/2 hour increments-Premium								160.00	110.00						
		UNBUNDLED DEDICATED TRANSPORT															
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo					U1TVX	1L5XX	0.0098								
		Interoffice Channel-Dedicated Transport-2W VG-Facility Termination					U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11				
		Interoffice Channel -Dedicated Transport-2W VG Rev Bat.-Per mi per mo					U1TVX	1L5XX	0.0098								
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat.-Facility Termination					U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11				
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo					U1TVX	1L5XX	0.0098								
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination					U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11				
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo					U1TDX	1L5XX	0.0098								
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination					U1TDX	U1TD5	15.68	40.78	27.57	17.26	7.11				
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo					U1TDX	1L5XX	0.0098								
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination					U1TDX	U1TD6	15.68	40.78	27.57	17.26	7.11				
		SIGNALING (CCS7)															
		CCS7 Signaling Termination, Per STP Port					UDB	PT8SX	132.21								
		CCS7 Signaling Connection, Per DS1 level link (A link)					UDB	TPP6A	16.55	35.74	35.74	16.53	16.53				
		CCS7 Signaling Connection, Per DS3 level link (A link)					UDB	TPP9A	16.55	35.74	35.74	16.53	16.53				
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)					UDB	TPP6B	16.55	35.74	35.74	16.53	16.53				
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)					UDB	TPP9B	16.55	35.74	35.74	16.53	16.53				
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected					UDB	CCAPO		29.18	29.18	35.78	35.78				
		E911 SERVICE															
		Local Channel-Dedicated-2-wr VG							14.91	194.22	33.36	37.79	3.30				
		Interoffice Transport-Dedicated-2-wr VG Per mi							0.0098								
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination							22.52	40.77	27.57	17.26	7.11				
		Local Channel-Dedicated-DS1-Zone 1							36.83	178.50	154.61	22.89	15.74				
		Local Channel-Dedicated-DS1-Zone 2							35.99	178.50	154.61	22.89	15.74				
		Local Channel-Dedicated-DS1-Zone 3							221.63	178.50	154.61	22.89	15.74				
		Local Channel-Dedicated-DS1-Zone 4							221.63	178.50	154.61	22.89	15.74				
		Interoffice Transport-Dedicated-DS1 Per mi							0.2010								
		Interoffice Transport-Dedicated-DS1 Per Facility Termination							57.33	89.79	82.28	16.86	14.90				
		ENHANCED EXTENDED LINK (EELs)															
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2WVG Loop in combination-Zone 1				1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37				
		2WVG Loop in combination-Zone 2				2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37				
		2WVG Loop in combination-Zone 3				3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37				
		Interoffice Transport-2W VG-Dedicated-Per mi Per mo					UNCVX	1L5XX	0.00088								
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo					UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11				
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		5.63	5.63	7.20	7.20				
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4WVG Loop in combination -Zone 1				1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64				
		4WVG Loop in combination -Zone 2				2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64				
		4WVG Loop in combination -Zone 3				3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64				
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo					UNCVX	1L5XX	0.00088								
		Interoffice Transport-4W VG-Dedicated-Facility Termination per mo					UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11				
		NRC Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		5.63	5.63	7.20	7.20				
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4W 56 kbps Local Loop in combination-Zone 1				1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64				
		4W 56 kbps Local Loop in combination-Zone 2				2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64				
		4W 56 kbps Local Loop in combination-Zone 3				3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64				
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo					UNCDX	1L5XX	0.0098								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	22.52	40.78	27.57	17.26	7.11						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
	4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
	4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0098										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	22.52	40.78	27.57	17.26	7.11						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64						
	First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64						
	First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64						
	First 4W 56 kbps Local Loop in combination-Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64						
	First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0098										
	First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	22.52	40.78	27.57	17.26	7.11						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
	First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
	First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
	First 4W 64 kbps Local Loop in combination-Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64						
	First 4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0098										
	First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	22.52	40.78	27.57	17.26	7.11						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.63	5.63	7.20	7.20						
	NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	Miscellaneous															
	NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.87	18.87								
	Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

NETWORK ELEMENTS & OTHER SERVICES - North Carolina											Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Web site: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm														
OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC"														
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "regional" OSS charges as offered by BellSouth. The OSS charges currently contained in this rate exhibit are the PSC state ordered "state specific" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element.														
	OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only			SOMEc		2.98	0.00	2.98	0.00					
	OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only			SOMAN		15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE														
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP														
2-WIRE ANALOG VOICE GRADE LOOP														
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1	1	UEA	UEAL2	14.97	102.10	65.72							
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2	2	UEA	UEAL2	25.93	102.10	65.72							
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3	3	UEA	UEAL2	40.81	102.10	65.72							
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	17.56									
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1	1	UEA	UEAR2	14.97	102.10	65.72							
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2	2	UEA	UEAR2	25.93	102.10	65.72							
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3	3	UEA	UEAR2	40.81	102.10	65.72							
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UEA	UREWO	87.64	36.33								
	Loop Tagging-SL2 (SL2)		UEA	URETL	11.20	1.10								
4-WIRE ANALOG VOICE GRADE LOOP														
	4W Analog VG Loop-Zone 1	1	UEA	UEAL4	21.32	127.40	91.02							
	4W Analog VG Loop-Zone 2	2	UEA	UEAL4	36.27	127.40	91.02							
	4W Analog VG Loop-Zone 3	3	UEA	UEAL4	56.57	127.40	91.02							
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UEA	UREWO	87.64	36.33								
2-WIRE ISDN DIGITAL GRADE LOOP														
	2W ISDN Digital Grade Loop-Zone 1	1	UDN	UUL2X	19.42	113.34	76.96							
	2W ISDN Digital Grade Loop-Zone 2	2	UDN	UUL2X	32.88	113.34	76.96							
	2W ISDN Digital Grade Loop-Zone 3	3	UDN	UUL2X	51.14	113.34	76.96							
	Order Coordination for Specified Conversion Time (per LSR)		UDN	OCOSL	17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UDN	UREWO	91.55	44.12								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1	1	UAL	UAL2X	11.00	117.08	68.36							
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2	2	UAL	UAL2X	18.39	117.08	68.36							
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3	3	UAL	UAL2X	28.42	117.08	68.36							
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL	17.56									
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 1	1	UAL	UAL2W	11.00	92.83	56.02							
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 2	2	UAL	UAL2W	18.39	92.83	56.02							
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 3	3	UAL	UAL2W	28.42	92.83	56.02							
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL	17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UAL	UREWO	86.12	40.36								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1	1	UHL	UHL2X	9.01	125.50	76.77							
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2	2	UHL	UHL2X	14.87	125.50	76.77							
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3	3	UHL	UHL2X	22.82	125.50	76.77							
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL	17.56									
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	1	UHL	UHL2W	9.01	101.24	64.43							
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	2	UHL	UHL2W	14.87	101.24	64.43							
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	3	UHL	UHL2W	22.82	101.24	64.43							
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL	17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UHL	UREWO	86.06	40.36								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1	1	UHL	UHL4X	10.62	153.26	104.54							
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	2	UHL	UHL4X	17.67	153.26	104.54							
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3	3	UHL	UHL4X	27.24	153.26	104.54							

NETWORK ELEMENTS & OTHER SERVICES - North Carolina														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim Zone	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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1			
						Rec	Nonrecurring First	NRC Disconnect Add1									
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56										
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	1		UHL	UHL4W	10.62	129.00	92.20									
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	2		UHL	UHL4W	17.67	129.00	92.20									
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	3		UHL	UHL4W	27.24	129.00	92.20									
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56										
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.06	40.36									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4W Unbundled Digital 19.2 Kbps	1		UDL	UDL19	25.32	121.86	85.48									
	4W Unbundled Digital 19.2 Kbps	2		UDL	UDL19	43.11	121.86	85.48									
	4W Unbundled Digital 19.2 Kbps	3		UDL	UDL19	67.26	121.86	85.48									
	4W Unbundled Digital Loop 56 Kbps-Zone 1	1		UDL	UDL56	25.32	121.86	85.48									
	4W Unbundled Digital Loop 56 Kbps-Zone 2	2		UDL	UDL56	43.11	121.86	85.48									
	4W Unbundled Digital Loop 56 Kbps-Zone 3	3		UDL	UDL56	67.26	121.86	85.48									
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		17.56										
	4W Unbundled Digital Loop 64 Kbps-Zone 1	1		UDL	UDL64	25.32	121.86	85.48									
	4W Unbundled Digital Loop 64 Kbps-Zone 2	2		UDL	UDL64	43.11	121.86	85.48									
	4W Unbundled Digital Loop 64 Kbps-Zone 3	3		UDL	UDL64	67.26	121.86	85.48									
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		17.56										
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.03	49.70									
	2-WIRE Unbundled COPPER LOOP																
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	1		UCL	UCLPB	13.26	116.18	67.46									
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	2		UCL	UCLPB	22.39	116.18	67.46									
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	3		UCL	UCLPB	34.80	116.18	67.46									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92									
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	1		UCL	UCLPW	13.26	91.92	55.12									
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	2		UCL	UCLPW	22.39	91.92	55.12									
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	3		UCL	UCLPW	34.80	91.92	55.12									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92									
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)			UCL	UREWO		97.14	42.44									
	4-WIRE COPPER LOOP																
	4W Copper Loop including manual service inquiry and facility reservation-Zone 1	1		UCL	UCL4S	17.36	139.69	90.96									
	4W Copper Loop including manual service inquiry and facility reservation-Zone 2	2		UCL	UCL4S	29.61	139.69	90.96									
	4W Copper Loop including manual service inquiry and facility reservation-Zone 3	3		UCL	UCL4S	46.26	139.69	90.96									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92									
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 1	1		UCL	UCL4W	17.36	115.43	78.63									
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 2	2		UCL	UCL4W	29.61	115.43	78.63									
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 3	3		UCL	UCL4W	46.26	115.43	78.63									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92									
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)			UCL	UREWO		97.14	42.44									
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog VG Loop-SL1-Zone 1	1		UEANL	UEAL2	12.11	36.54	16.87									
	2W Analog VG Loop-SL1-Zone 2	2		UEANL	UEAL2	21.24	36.54	16.87									
	2W Analog VG Loop-SL1-Zone 3	3		UEANL	UEAL2	33.65	36.54	16.87									
	2W Analog VG Loop-SL1-Zone 1	1		UEANL	UEASL	12.11	36.54	16.87									
	2W Analog VG Loop-SL1-Zone 2	2		UEANL	UEASL	21.24	36.54	16.87									
	2W Analog VG Loop-SL1-Zone 3	3		UEANL	UEASL	33.65	36.54	16.87									
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83									
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		33.17	33.17									
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.28	19.28									
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UML-SL1)			UEANL	UREWO		15.76	8.93									
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.1)			UEANL	UEANM		13.04	13.04									
	Manual Order Coordination for U/L-SL1s (per loop)			UEANL	UEAMC		7.92	7.92									
	Order Coordination for Specified Conversion Time for U/L-SL1 (per LSR)			UEANL	OCOSL		17.56										
	2-WIRE Unbundled COPPER LOOP																
	2W Unbundled Copper Loop-Non-Design Zone 1	1		UEQ	UEQZX	10.16	35.27	15.60									
	2W Unbundled Copper Loop-Non-Design Zone 2	2		UEQ	UEQZX	17.55	35.27	15.60									
	2W Unbundled Copper Loop-Non-Design Zone 3	3		UEQ	UEQZX	27.58	35.27	15.60									
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83									
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Design (per loop)			UEQ	USBMC		7.92	7.92									
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.1)			UEQ	UEQMU		13.04	13.04									
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		33.17	33.17									
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.28	19.28									
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.26	7.42									
	LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2W Pr less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMDL		0.00	0.00									
	Unbundled Loop Modification Removal of Load Coils-4W less than or equal to 18k ft. per Unbundled Loop			UHL, UCL, UEA, UEANL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMDL		0.00	0.00									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15									
	SUB-LOOPS																
	Sub-Loop Distribution																
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	1		UEANL	USBSA		144.09										
	Sub-Loop-Per Cross Box Location-Per 25 Pr Panel Set-Up	1		UEANL	USBSB		10.99										
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	1		UEANL	USBSB		86.16										
	Sub-Loop-Per Building Equipment Room-Per 25 Pr Panel Set-Up	1		UEANL	USBSB		27.13										
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	1		UEANL	USBN2		7.31	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	1		UEANL	USBN2		11.93	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	1		UEANL	USBN2		18.20	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEANL	USBMC		7.92	7.92									
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 1	1		UEANL	USBN4		8.44	76.75	42.92								

NETWORK ELEMENTS & OTHER SERVICES - North Carolina										Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	
						Rec	Nonrecurring First	Incremental Add1	NRC Disconnected First	Add1	OSS Rate(\$)		
											SOMAN	SOMAN	
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 2		2	UEANL	USBN4	13.81	76.75	42.92					
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 3		3	UEANL	USBN4	21.10	76.75	42.92					
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEANL	USBMC	7.92	7.92	7.92					
	Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.79	51.48	17.65					
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEANL	USBMC	7.92	7.92	7.92					
	Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	3.74	57.54	23.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEANL	USBMC	7.92	7.92	7.92					
	Loop Testing-Basic 1st Half Hour			UEANL	URET1	33.17	33.17	33.17					
	Loop Testing-Basic Additional Half Hour			UEANL	URETA	19.28	19.28	19.28					
	2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	6.10	63.89	30.06					
	2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	9.10	63.89	30.06					
	2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	14.59	63.89	30.06					
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEF	USBMC	7.92	7.92	7.92					
	4W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	6.58	76.75	42.92					
	4W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	10.51	76.75	42.92					
	4W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	15.84	76.75	42.92					
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr			UEF	USBMC	7.92	7.92	7.92					
	Loop Testing-Basic 1st Half Hour			UEF	URET1	33.17	33.17	33.17					
	Loop Testing-Basic Additional Half Hour			UEF	URETA	19.28	19.28	19.28					
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULMDX	0.00	0.00	0.00					
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULMX	0.00	0.00	0.00					
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT	224.55	4.29						
	Unbundled Network Terminating Wire (UNTW)			UEF	ULMT	224.55	4.29						
	Unbundled Network Terminating Wire (UNTW) per Pr			UEF	ULMT	224.55	4.29						
	Network Interface Device (NID)			UEF	ULMT	224.55	4.29						
	Network Interface Device (NID)-1-2 lines	I		UEF	ULMT	224.55	4.29						
	Network Interface Device (NID)-1-6 lines	I		UEF	ULMT	224.55	4.29						
	Network Interface Device Cross Connect-2 W	I		UEF	ULMT	224.55	4.29						
	Network Interface Device Cross Connect-4W	I		UEF	ULMT	224.55	4.29						
UNE OTHER	PROVISIONING ONLY - NO RATE			UEF	ULMT	224.55	4.29						
	NID-Dispatch and Service Order for NID installation			UEF	ULMT	224.55	4.29						
	UNTW Circuit Id Establishment, Provisioning Only-No Rate			UEF	ULMT	224.55	4.29						
	Unbundled Contract Name, Provisioning Only-No Rate			UEF	ULMT	224.55	4.29						
LOOP MAKE-UP				UEF	ULMT	224.55	4.29						
	Loop Makeup-Preordering with Reservation, per working or spare facility queried (Manual)			UEF	ULMT	224.55	4.29						
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual)			UEF	ULMT	224.55	4.29						
	Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)			UEF	ULMT	224.55	4.29						
LINE SHARING				UEF	ULMT	224.55	4.29						
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:			UEF	ULMT	224.55	4.29						
	NOTE 1: 10/02/2003 - 10/01/2004: 25% of the rate for an unbundled copper loop non-designated ("UCLND")			UEF	ULMT	224.55	4.29						
	NOTE 1: 10/02/2004 - 10/01/2005: 50% of the rate for UCLND			UEF	ULMT	224.55	4.29						
	NOTE 1: 10/02/2005 - 10/01/2006: 75% of the rate for UCLND			UEF	ULMT	224.55	4.29						
	NOTE 1: Above will apply to USOCs: ULSDT and ULSC1			UEF	ULMT	224.55	4.29						
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and in service on or before October 1, 2003			UEF	ULMT	224.55	4.29						
	LINE SHARING			UEF	ULMT	224.55	4.29						
	SPLITTERS-CENTRAL OFFICE BASED			UEF	ULMT	224.55	4.29						
	Line Sharing Splitter, per System 96 Line Capacity			UEF	ULMT	224.55	4.29						
	Line Sharing Splitter, per System 24 Line Capacity			UEF	ULMT	224.55	4.29						
	Line Sharing Splitter, Per System, 8 Line Capacity			UEF	ULMT	224.55	4.29						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			UEF	ULMT	224.55	4.29						
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING				UEF	ULMT	224.55	4.29						
	Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E-10/2/2003)			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E-10/2/2004)			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E-10/2/2005)			UEF	ULMT	224.55	4.29						
	Line Sharing-per Subsequent Activity per Line Rearrangement(BST Owned Splitter			UEF	ULMT	224.55	4.29						
	Line Sharing-per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			UEF	ULMT	224.55	4.29						
	Line Sharing-per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E-10/2/2003)			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E-10/2/2004)			UEF	ULMT	224.55	4.29						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E-10/2/2005)			UEF	ULMT	224.55	4.29						
UNBUNDLED DEDICATED TRANSPORT				UEF	ULMT	224.55	4.29						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per Mile per mo			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Termination			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-4W VG-Per Mile per mo			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-4W VG-Facility Termination			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			UEF	ULMT	224.55	4.29						
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			UEF	ULMT	224.55	4.29						
SIGNALING (CCS7)				UEF	ULMT	224.55	4.29						
	CCS7 Signaling Connection, Per link (A link)-DS1			UEF	ULMT	224.55	4.29						
	CCS7 Signaling Connection, Per link (A link)-DS3			UEF	ULMT	224.55	4.29						

NETWORK ELEMENTS & OTHER SERVICES - North Carolina											Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l First	NRC Disconnect First	Add'l First	SOMECC	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link)--DS1			UDB	TPP6B	18.22	34.50	34.50						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)--DS3			UDB	TPP9B	18.22	34.50	34.50						
	CCS7 Signaling Termination, Per STP Port			UDB	PTBSX	132.83								
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPQ		40.00	40.00						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00						
E911 SERVICE														
	Local Channel-Dedicated-2-wr VG-Zone 1					11.24	187.51	32.21						
	Local Channel-Dedicated-2-wr VG-Zone 2					19.91	187.51	32.21						
	Local Channel-Dedicated-2-wr VG-Zone 3					31.70	187.51	32.21						
	Interface Transport-Dedicated-2-wr VG Per Mile					0.0282								
	Interface Transport-Dedicated-2-wr VG Per Facility Termination					18.00	39.36	26.62						
	Local Channel-Dedicated-DS1-Zone 1					27.05	172.34	149.27						
	Local Channel-Dedicated-DS1-Zone 2					47.94	172.34	149.27						
	Local Channel-Dedicated-DS1-Zone 3					76.32	172.34	149.27						
	Interface Transport-Dedicated-DS1 Per Mile					0.5753								
	Interface Transport-Dedicated-DS1 Per Facility Termination					71.29	86.69	79.44						
ENHANCED EXTENDED LINK (EELs)														
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as "Ordinarily Combined" Network Elements.														
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as "Currently Combined" Network Elements.														
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT														
	2WVG Loop in combination-Zone 1			1	UNCVX	UEAL2	14.97	102.10	65.72			15.20		
	2WVG Loop in combination-Zone 2			2	UNCVX	UEAL2	25.93	102.10	65.72			15.20		
	2WVG Loop in combination-Zone 3			3	UNCVX	UEAL2	40.81	102.10	65.72			15.20		
	Interface Transport-2W VG-Dedicated-Per Mile Per mo				UNCVX	1LSOX	0.0125							
	Interface Transport-2W VG-Dedicated-Facility Termination per mo				UNCVX	U1TV2	18.00	39.36	26.62					
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT														
	4WVG Loop in combination-Zone 1			1	UNCVX	UEAL4	21.32	127.40	91.02			15.20		
	4WVG Loop in combination-Zone 2			2	UNCVX	UEAL4	36.27	127.40	91.02			15.20		
	4WVG Loop in combination-Zone 3			3	UNCVX	UEAL4	56.57	127.40	91.02			15.20		
	Interface Transport-4W VG-Dedicated-Per Mile Per mo				UNCVX	1LSOX	0.0125							
	Interface Transport-4W VG-Dedicated-Facility Termination per mo				UNCVX	U1TV4	22.18	39.36	26.62					
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT														
	4W 56 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL56	25.32	121.86	85.48			15.20		
	4W 56 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL56	43.11	121.86	85.48			15.20		
	4W 56 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL56	67.26	121.86	85.48			15.20		
	Interface Transport-Dedicated-4W 56 kbps combination-Per Mile per mo				UNCDX	1LSOX	0.0282							
	Interface Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo				UNCDX	U1TD5	17.40	39.37	26.62			15.20		
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT														
	4W 64 kbps Local Loop in Combination-Zone 1			1	UNCDX	UDL64	25.32	121.86	85.48			15.20		
	4W 64 kbps Local Loop in Combination-Zone 2			2	UNCDX	UDL64	43.11	121.86	85.48			15.20		
	4W 64 kbps Local Loop in Combination-Zone 3			3	UNCDX	UDL64	67.26	121.86	85.48			15.20		
	Interface Transport-Dedicated-4W 64 kbps combination-Per Mile per mo				UNCDX	1LSOX	0.0282							
	Interface Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo				UNCDX	U1TD6	17.40	39.37	26.62			15.20		
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4W 56 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL56	25.32	121.86	85.48			15.20		
	First 4W 56 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL56	43.11	121.86	85.48			15.20		
	First 4W 56 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL56	67.26	121.86	85.48			15.20		
	First 4W 56 kbps Interface Transport-Dedicated-Per Mile per mo				UNCDX	1LSOX	0.0282							
	First 4W 56 kbps Interface Transport-Dedicated-Facility Termination per mo				UNCDX	U1TD5	17.40	39.37	26.62			15.20		
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4W 64 kbps Local Loop in combination-Zone 1			1	UNCDX	UDL64	25.32	121.86	85.48			15.20		
	First 4W 64 kbps Local Loop in combination-Zone 2			2	UNCDX	UDL64	43.11	121.86	85.48			15.20		
	First 4W 64 kbps Local Loop in combination-Zone 3			3	UNCDX	UDL64	67.26	121.86	85.48			15.20		
	First 4W 64 kbps Interface Transport-Dedicated-Per Mile per mo				UNCDX	1LSOX	0.0282							
	First 4W 64 kbps Interface Transport-Dedicated-Facility Termination per mo				UNCDX	U1TD6	17.40	39.37	26.62			15.20		
	NRC Currently Combined Network Elements Switch -As-Is Charge				UNCCX	UNCCC	5.43	5.43				15.20		
ADDITIONAL NETWORK ELEMENTS														
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.														
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.														
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
	NRC Currently Combined Network Elements Switch -As-Is Charge- 2W/4W VG			UNCVX	UNCCX	5.43	5.43							
	NRC Currently Combined Network Elements Switch -As-Is Charge- 56/64 kbps			UNCDX	UNCCX	5.43	5.43							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.														

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOMEc		3.50	0.00	3.50	0.00					
	OSS-Manual Service Order Charge, LSR-UNE Only							SOMAN		15.69	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
							UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, 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								
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																		
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32					
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32					
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32					
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32					
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83							
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		34.23	0.00							
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		19.90	19.90							
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)						UEANL	UREWO		15.81	8.96							
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)						UEANL	UEANM		13.47	13.47							
	Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		8.17	8.17							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		18.13	18.13							
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
	2W Unbundled Copper Loop-Non-Designed Zone 1				I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.47	13.47								
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.90	36.44								
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.24	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.90	36.44								
2-WIRE ISDN DIGITAL GRADE LOOP																	
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.82	44.25								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.38	40.48								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.32	40.48								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.32	40.48								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.34	49.85								
		2-WIRE Unbundled COPPER LOOP															
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		4-WIRE COPPER LOOP															
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.13									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								

UNBUNDLED NETWORK ELEMENTS - South Carolina															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN		
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48									
SUB-LOOPS																		
	Sub-Loop Distribution																	
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		241.42	241.42									
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.69	22.69									
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84									
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		55.58	55.58									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71							
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71							
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17									
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09							
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09							
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17									
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17									
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17									
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.23	0.00									
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.90	19.90									
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71							
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71							
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.17	8.17									
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.17	8.17									
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88									
		Loop Testing-Basic 1st Half Hour			UEF	URET1		34.23	0.00									
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.90	19.90									
Unbundled Sub-Loop Modification																		
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11									
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11									
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13									
Unbundled Network Terminating Wire (UNTW)																		
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.3303	30.20	30.20									
Network Interface Device (NID)																		
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.68	28.79									
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		64.42	49.53									
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.92	5.92									
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.92	5.92									
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,UEANL,UEPSR,UEPSB	UNECN	0.00	0.00										
		Unbundled Contract Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00										
LOOP MAKE-UP																		
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04									
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49									
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMO		0.34	0.34									

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: A													
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l									
										Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	OSS Rates(\$)				SOME	SOMAN	SOMAN	SOMAN						
LINE SHARING																												
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																											
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																											
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																											
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																											
	NOTE 1: Above will apply to USOCs: ULSDT and ULSC																											
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																											
LINE SHARING																												
SPLITTERS-CENTRAL OFFICE BASED																												
	Line Sharing Splitter, per System 96 Line Capacity						ULS	ULSDA	216.22	189.21	0.00	178.38	0.00															
	Line Sharing Splitter, per System 24 Line Capacity						ULS	ULSDB	54.05	189.21	0.00	178.38	0.00															
	Line Sharing Splitter, Per System, 8 Line Capacity						ULS	ULSD8	18.02	189.21	0.00	178.38	0.00															
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)						ULS	ULSDG		86.67	0.00	49.95	0.00															
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																												
	Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2						ULS	ULSDC	0.61	18.55	10.62	10.04	4.93															
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSDT	3.24	18.55	10.62	10.04	4.93															
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSDT	6.47	18.55	10.62	10.04	4.93															
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSDT	9.71	18.55	10.62	10.04	4.93															
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)						ULS	ULSDS		16.42	8.21																	
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)						ULS	ULSCS		16.42	8.21																	
	Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2						ULS	ULSCC	0.61	47.44	19.31	20.67	12.74															
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSCT	3.24	47.44	19.31	20.67	12.74															
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSCT	6.47	47.44	19.31	20.67	12.74															
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSCT	9.71	47.44	19.31	20.67	12.74															
MAINTENANCE																												
	No Trouble Found-per 1/2 hour increments-Basic									80.00	55.00																	
	No Trouble Found-per 1/2 hour increments-Overtime									120.00	82.50																	
	No Trouble Found-per 1/2 hour increments-Premium									160.00	110.00																	
UNBUNDLED DEDICATED TRANSPORT																												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																												
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo						U1TVX	1L5XX	0.0167																			
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination						U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91															
	Interoffice Channel -Dedicated Transport t- 2W VG Rev Bat.-Per mi per mo						U1TVX	1L5XX	0.0167																			
	Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination						U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91															
	Interoffice Channel-Dedicated Transport-4W VG-Per mi per mo						U1TVX	1L5XX	0.0167																			
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination						U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91															
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo						U1TDX	1L5XX	0.0167																			
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination						U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91															
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo						U1TDX	1L5XX	0.0167																			
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination						U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91															
SIGNALING (CCS7)																												
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1						UDB	TPP6A	16.93	35.61	35.61	16.48	16.48															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3						UDB	TPP9A	16.93	35.61	35.61	16.48	16.48															
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1						UDB	TPP6B	16.93	35.61	35.61	16.48	16.48															
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3						UDB	TPP9B	16.93	35.61	35.61	16.48	16.48															
	CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	163.49																			
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected						UDB	CCAPO		29.08	29.08	35.65	35.65															
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected						UDB	CCAPD		29.08	29.08	35.65	35.65															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG					15.33	193.53	33.24	36.72	3.21						
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.0167										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					24.30	40.63	27.47	16.77	6.91						
		Local Channel-Dedicated-DS1-Zone 1					42.62	177.87	154.06	22.24	15.30						
		Local Channel-Dedicated-DS1-Zone 2					70.32	177.87	154.06	22.24	15.30						
		Local Channel-Dedicated-DS1-Zone 3					190.68	177.87	154.06	22.24	15.30						
		Interoffice Transport-Dedicated-DS1 Per mi					0.3415										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48						
ENHANCED EXTENDED LINK (EELS)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.0134										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0134										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																	
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0134										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																	
		4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		4W 64 kbps Local Loop in Combination-Zone 3		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0134										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0134										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0134										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
Miscellaneous																	
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.90	18.90								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
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																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECE 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																		
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																		
	OSS-Electronic Service Order Charge, Per LSR-UNE Only							SOMECE		3.50	0.00	3.50	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
							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									
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																		
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 1					1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 2					2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 3					3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Unbundled Misc Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.33	0.83				20.35	10.54	13.32	13.32
	Loop Testing-Basic 1st Half Hour						UEANL	URET1		57.67	0.00				20.35	10.54	13.32	13.32
	Loop Testing-Basic Additional Half Hour						UEANL	URETA		37.44	37.44				20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)						UEANL	UREWO		15.80	8.95				20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)						UEANL	UEANM		25.33	25.33				0.00	0.00	0.00	0.00
	Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		36.52	36.52				0.00	0.00	0.00	0.00
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		34.29					0.00	0.00	0.00	0.00
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
	2W Unbundled Copper Loop-Non-Designed Zone 1				I	1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	First	Nonrecurring Add'l	NRC Disconnect First	Add'l	SOMECS	SOMAN	OSS Rates(\$)			
															SOMAN	SOMAN	SOMAN	SOMAN
			2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
			2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
			Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83					20.35	10.54	13.32	13.32
			Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		36.52	36.52					0.00	0.00	0.00	0.00
			Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
			Loop Testing-Basic 1st Half Hour			UEQ	URET1		57.67	0.00					20.35	10.54	13.32	13.32
			Loop Testing-Basic Additional Half Hour			UEQ	URETA		37.44	37.44					20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
			2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
			Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.23	1.10					20.35	10.54	13.32	13.32
4-WIRE ANALOG VOICE GRADE LOOP																		
			4W Analog VG Loop-Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
			4W Analog VG Loop-Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
			4W Analog VG Loop-Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																		
			2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
			2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
			2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																		
			2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1	I	1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2	I	2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3	I	3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
			2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
			2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
			CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
			4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
		2-WIRE Unbundled COPPER LOOP															
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	I	1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	I	2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	I	3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE COPPER LOOP															
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52					0.00	0.00	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		34.29						0.00	0.00	0.00	0.00
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
						UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44					20.35	10.54	13.32
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		I													
SUB-LOOPS																	
		Sub-Loop Distribution															
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up		I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up		I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up		I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up		I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32
		Sub-Loop Distribution Per 2W Analog VG Loop-Statewide				UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEANL	USBMC		34.29	34.29					0.00	0.00	0.00
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1			1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2			2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3			3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEANL	USBMC		34.29	34.29					0.00	0.00	0.00
		Sub-Loop 2W Intrabuilding Network Cable (INC)		I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEANL	USBMC		34.29	34.29					0.00	0.00	0.00
		Sub-Loop 4W Intrabuilding Network Cable (INC)		I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEANL	USBMC		34.29	34.29					0.00	0.00	0.00
		Loop Testing-Basic 1st Half Hour				UEANL	URET1		57.67	0.00					0.00	0.00	0.00
		Loop Testing-Basic Additional Half Hour				UEANL	URETA		37.44	37.44					0.00	0.00	0.00
		2W Copper Unbundled Sub-Loop Distribution-Zone 1		I	1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		2W Copper Unbundled Sub-Loop Distribution-Zone 2		I	2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		2W Copper Unbundled Sub-Loop Distribution-Zone 3		I	3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEF	USBMC		34.29	34.29					0.00	0.00	0.00
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1		I	1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2		I	2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3		I	3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr				UEF	USBMC		34.29	34.29					0.00	0.00	0.00
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops				UEF, UEANL	URETL		8.95	0.88							
		Loop Testing-Basic 1st Half Hour				UEF	URET1		57.67	0.00					0.00	0.00	0.00
		Loop Testing-Basic Additional Half Hour				UEF	URETA		37.44	37.44					0.00	0.00	0.00
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR				UEF	ULM2X		335.36	7.82					20.35	10.54	13.32
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR				UEF	ULM4X		335.36	7.82					20.35	10.54	13.32
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop				UEF	ULMBT		528.48	9.74					20.35	10.54	13.32
Unbundled Network Terminating Wire (UNTW)																	
		Unbundled Network Terminating Wire (UNTW) per pr		I		UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32
Network Interface Device (NID)																	
		Network Interface Device (NID)-1-2 lines				UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32
		Network Interface Device (NID)-1-6 lines				UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32
		Network Interface Device Cross Connect-2W				UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32
		Network Interface Device Cross Connect-4W				UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID-Dispatch and Service Order for NID installation				UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Id Establishment, Provisioning Only-No Rate				UENTW	UENCE	0.00	0.00								
		Unbundled Contract Name, Provisioning Only-No Rate				UEANL,UEF,UEQ,UE NTW	UNECN	0.00	0.00								
		Unbundled Contract Name, Provisioning Only-no rate				UAL,UCL,UDC,UDL, UDN,UEA,UHL	UNECN	0.00	0.00								
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																	
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).		R		UMK	UMKLW		0.76	0.76					0.00	0.00	0.00
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).		R		UMK	UMKLP		0.76	0.76					0.00	0.00	0.00
		Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)		R		UMK	UMKMQ		0.76	0.76					0.00	0.00	0.00
LINE SHARING																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A									
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
										Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN						
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																									
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																									
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																									
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																									
NOTE 1: Above will apply to USOCs: ULSDT and ULSC																									
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																									
LINE SHARING																									
SPLITTERS-CENTRAL OFFICE BASED																									
		Line Sharing Splitter, per System 96 Line Capacity						ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Sharing Splitter, per System 24 Line Capacity						ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)						ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																									
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSDT	2.94	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSDT	5.87	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSDT	8.81	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)						ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32					
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)						ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)						ULS	ULSCT	2.94	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSCT	5.87	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSCT	8.81	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32					
MAINTENANCE																									
		No Trouble Found-per 1/2 hour increments-Basic									80.00	55.00					0.00	0.00	0.00	0.00					
		No Trouble Found-per 1/2 hour increments-Overtime									120.00	82.50					0.00	0.00	0.00	0.00					
		No Trouble Found-per 1/2 hour increments-Premium									160.00	110.00					0.00	0.00	0.00	0.00					
UNBUNDLED DEDICATED TRANSPORT																									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																									
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo						U1TVX	1L5XX	0.0174															
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination						U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54					
		Interoffice Channel -Dedicated Transport t- 2W VG Rev Bat.-Per mi per mo						U1TVX	1L5XX	0.0174															
		Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination						U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54					
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo						U1TVX	1L5XX	0.0174															
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination						U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54					
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo						U1TDX	1L5XX	0.0174															
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination						U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54					
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo						U1TDX	1L5XX	0.0174															
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination						U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54					
SIGNALING (CCS7)																									
		CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	138.41															
		CCS7 Signaling Connection, Per DS1 level link (A link)						UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00					
		CCS7 Signaling Connection, Per DS3 level link (A link)						UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00					
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)						UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00					
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)						UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00					
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP						UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00					
ENHANCED EXTENDED LINK (EELs)																									
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																									
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																									
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																									
		2WVG Loop in combination-Zone 1					1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00					
		2WVG Loop in combination-Zone 2					2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00					
		2WVG Loop in combination-Zone 3					3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00					
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo						UNCVX	1L5XX	0.0174															
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo						UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54					

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	SOMEK	SOMAN	OSS Rates(\$)	
															SOMAN	SOMAN
						UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
					1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42
					2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42
					3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42
						UNCVX	1L5XX	0.0174								
						UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08
						UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
					1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54
					2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54
					3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54
						UNCDX	1L5XX	0.0174								
						UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09
						UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
					1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54
					2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54
					3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54
						UNCDX	1L5XX	0.0174								
						UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09
						UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
					1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	10.54
					2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	10.54
					3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	10.54
						UNCDX	1L5XX	0.0174								
						UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09
						UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
					1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	10.54
					2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	10.54
					3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	10.54
						UNCDX	1L5XX	0.0174								
						UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09
						UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42
	NRC Currently Combined Network Elements Switch -As-Is Charge															
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
						UNCVX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62
						UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	10.54
	Miscellaneous															
					I		UN1CX	OCOSR		18.93	18.93				0.00	0.00
	NRC-Order Coordination Specific Time-Dedicated Transport															
Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 As set forth herein, this Attachment 3 specifies the rights and obligations of the Parties with respect to the establishment of CMRS local interconnection between BellSouth Telecommunications, Inc. and ALLTEL Communications, Inc. The complete interconnection agreement as well as this attachment is entered into by BellSouth, ALLTEL's CLEC entity and ALLTEL's CMRS entity as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this regional Agreement to be applicable as so indicated to both the CLEC and CMRS interconnection arrangements as a single unified interconnection arrangement, the specific interconnection arrangements for CLEC and CMRS traffic are identified in the headings of this Attachment.
- 1.2 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service on the following terms:

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

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

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.
- 2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

- 2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the LERG.
- 2.8 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and CLEC Carrier.
- 2.14 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.15 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.17 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by CLEC Carrier.
- 2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

- 2.21 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.22 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.23 **Transit Traffic** is traffic originating on CLEC Carrier'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 CLEC Carrier's network.
3. **CLEC NETWORK INTERCONNECTION**
- 3.1 This Attachment pertains only to the provision of network interconnection where CLEC Carrier 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 **CLEC 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 **CLEC FIBER MEET**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if CLEC Carrier elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, CLEC Carrier 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, CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier, BellSouth shall allow CLEC Carrier access to the fusion splice point for the Fiber Meet point for maintenance purposes on CLEC Carrier'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. CLEC Carrier shall be billed for a mixed use of the Local Channel using the actual traffic CLEC Carrier 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. CLEC INTERCONNECTION TRUNK GROUP ARCHITECTURES

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

- 4.2.1 Notwithstanding the foregoing, CLEC Carrier shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where CLEC Carrier has homed (i.e. assigned) its NPA/NXXs. CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's NXX access tandem homing arrangement as specified by CLEC Carrier in the LERG.
- 4.4 Any CLEC Carrier interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to CLEC Carrier from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and CLEC Carrier'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 **CLEC INTERCONNECTION TRUNK GROUPS FOR EXCHANGE OF LOCAL TRAFFIC AND TRANSIT TRAFFIC**

4.10.1 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. CLEC Carrier shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.2 **CLEC 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

4.10.2.1 **CLEC Basic Architecture**

In the basic architecture, CLEC Carrier'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 CLEC Carrier and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. 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.

4.10.2.2 **CLEC 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 CLEC Carrier-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 CLEC Carrier End Users. A two-way trunk group provides Intratandem Access for CLEC Carrier's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. 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.

4.10.2.3 **CLEC 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 CLEC Carrier and BellSouth. In addition, a separate two-way transit trunk group must be established for CLEC Carrier's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. However, where CLEC Carrier 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.

4.10.2.4 **CLEC Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and CLEC Carrier's Transit Traffic are exchanged on a single two-way trunk group between CLEC Carrier and BellSouth to provide Intratandem Access to CLEC Carrier. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. However, where CLEC Carrier 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.

4.10.2.5 CLEC Multiple Tandem Access Interconnection

4.10.2.5.1 Where CLEC Carrier does not choose access tandem interconnection at every BellSouth access tandem within a LATA, CLEC Carrier may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA CLEC Carrier 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 CLEC Carrier's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. CLEC Carrier must also establish an interconnection trunk group(s) at all BellSouth access tandems where CLEC Carrier NXXs are homed as described in Section 4.2.1 above. If CLEC Carrier 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, CLEC Carrier can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate CLEC Carrier's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End Users served through those BellSouth access tandems where CLEC Carrier does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

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

4.10.2.5.3 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.

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

4.10.3 **CLEC Local Tandem Interconnection**

4.10.3.1 Local Tandem Interconnection arrangement allows CLEC Carrier to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of CLEC Carrier-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.

4.10.3.2 When a specified local calling area is served by more than one BellSouth local tandem, CLEC Carrier must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier does not choose to establish an interconnection trunk group(s). It is CLEC Carrier'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 CLEC Carrier's codes. Likewise, CLEC Carrier shall obtain its routing information from the LERG.

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

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

4.10.4 **CLEC Direct End Office-to-End Office Interconnection**

4.10.4.1 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.

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

4.10.4.2.1 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 CLEC Carrier and BellSouth.

4.10.4.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between CLEC Carrier'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.

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

4.10.5 **CLEC Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by CLEC Carrier 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.

4.10.5.1 **CLEC Toll Free Traffic**

- 4.10.5.1.1 If CLEC Carrier chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all CLEC Carrier 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.
- 4.10.5.1.2 CLEC Carrier may choose to perform its own Toll Free database queries from its switch. In such cases, CLEC Carrier will determine the nature 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, CLEC Carrier 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, CLEC Carrier will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and CLEC Carrier shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, CLEC Carrier 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 CLEC Carrier's network but that are connected to BellSouth's access tandem.
- 4.10.6 All post-query Toll Free calls for which CLEC Carrier 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. CLEC 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 CLEC Carrier chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the CLEC Carrier switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 **Quality of Interconnection.** The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 **Network Management Controls.** Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 **SS7 Signaling.** Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 **Signaling Call Information.** BellSouth and CLEC Carrier will send and receive 10 digits for Local Traffic. Additionally, BellSouth and CLEC Carrier will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **CLEC Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, CLEC Carrier shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of CLEC Carrier's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, CLEC Carrier-to-BellSouth one-way trunks (CLEC Carrier Trunks), BellSouth-to-CLEC Carrier one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities.

The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for CLEC Carrier location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.7.2 Once initial interconnection trunk forecasts have been developed, CLEC Carrier shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. CLEC Carrier shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 CLEC Trunk Utilization

5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and CLEC Carrier shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and CLEC Carrier shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.1.1 BellSouth's CISC will notify CLEC Carrier of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated CLEC Carrier interface. CLEC Carrier will provide concurrence with the disconnection in seven (7) business days or will provide specific information

supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which CLEC Carrier expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with CLEC Carrier to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to CLEC Carrier. The due date of these orders will be four weeks after CLEC Carrier was first notified in writing of the underutilization of the trunk groups.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

5.8.3 For the two-way trunk groups, BellSouth and CLEC Carrier shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and CLEC Carrier shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3 BellSouth's LISC will notify CLEC Carrier of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated CLEC Carrier interface. CLEC Carrier will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which CLEC Carrier expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with CLEC Carrier to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, CLEC Carrier will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after CLEC Carrier was first notified in writing of the underutilization of the trunk groups.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk

groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. CLEC LOCAL DIALING PARITY

- 6.1 BellSouth and CLEC Carrier shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. CLEC INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

- 7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and CLEC Carrier agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or CLEC Carrier that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and CLEC Carrier further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or CLEC Carrier that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 7.1.4 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and

compromise between BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses). The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic and consideration of the balance of traffic anticipated and experienced. Carrier provided BellSouth a substantial cost study supporting its CMRS termination costs. The bill and keep arrangement is contingent upon the agreement by the Parties to adhere to bill and keep solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses. Should Carrier opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation with respect to Carrier's CMRS or CLEC Carrier's CLEC local traffic, the bill and keep arrangement provided for under this Agreement shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

- 7.1.5 The provisions of this Agreement, including but not limited to Section 7.1.6 agreeing to the application of "bill and keep" with respect to reciprocal compensation of local traffic exchanged between the Parties (the "Bill and Keep Provision"), represents a compromise of various terms and conditions. The provisions of this Agreement, including the Bill and Keep Provision do not represent and may not be deemed, construed, implied, held out, referenced, or cited by either Party as an endorsement, acceptance, acknowledgement or concession by the other Party that the provisions are appropriate, required or acceptable by either Party with respect to any other traffic termination or exchange agreement by a Party or any affiliate of a Party and this Agreement shall be limited in applicability solely to the specific circumstances and Parties to this Agreement.
- 7.1.6 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and CMRS Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and CMRS Local Traffic. Such bill-and-keep arrangement does not include trunk charges and associated dedicated transport, transit traffic, or interMajor Trading Area traffic.
- 7.1.7 Neither Party shall pay compensation to the other Party for the per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.
- 7.1.8 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 7.6 below and to Multiple Tandem Access as described in Section 4.10.2.5 above.
- 7.1.9 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

- 7.1.10 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.10.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the Party's applicable Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed IXC or if one Party's End User uses the other Party as an IXC on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the Party's applicable Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 7.1.11 If CLEC Carrier assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to CLEC Carrier End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an CLEC Carrier customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, CLEC Carrier agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to CLEC Carrier at BellSouth's switched access tariff rates.
- 7.1.11.1 If CLEC Carrier does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole CLEC Carrier NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if CLEC Carrier can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.
- 7.2 **CLEC Jurisdictional Reporting**
- 7.2.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 7.2.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of

switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoﬃce Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.2.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXC's specified in BellSouth's Intrastate Access Services Tariff will apply to CLEC Carrier. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.
- 7.2.4 Notwithstanding the provisions in Sections 7.2.1, 7.2.2 and 7.2.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.2.5 below.
- 7.2.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and CLEC Carrier shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF,

PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **CLEC COMPENSATION FOR 8XX TRAFFIC**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. CLEC Carrier will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to CLEC Carrier requires interconnection from CLEC Carrier to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. CLEC Carrier shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that CLEC Carrier desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **CLEC MUTUAL PROVISION OF SWITCHED ACCESS SERVICE**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth End User chooses CLEC Carrier as their presubscribed IXC, or if the BellSouth End User uses CLEC Carrier as an IXC on a 101XXXX basis, BellSouth will charge CLEC Carrier the appropriate BellSouth tariff charges for originating switched access services.

- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.5.4 When CLEC Carrier's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by CLEC Carrier as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When CLEC Carrier's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to CLEC Carrier, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 7.5.9 CLEC Carrier agrees not to deliver switched access traffic to BellSouth for termination except over CLEC Carrier ordered switched access trunks and facilities.

7.6 **CLEC TRANSIT TRAFFIC**

- 7.6.1 BellSouth shall provide tandem switching and transport services for CLEC Carrier's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between CLEC Carrier and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between CLEC Carrier and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that CLEC Carrier is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to CLEC Carrier. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, CLEC Carrier shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. **CLEC FRAME RELAY SERVICE INTERCONNECTION**

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and CLEC Carrier's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which CLEC Carrier is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between CLEC Carrier and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service

point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and CLEC Carrier have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, CLEC Carrier may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies CLEC Carrier that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. CLEC Carrier will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of CLEC Carrier's PLCU.

- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring charges for the NNI port. CLEC Carrier will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by CLEC Carrier's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the CLEC Carrier and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If CLEC Carrier orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the CLEC Carrier Frame Relay switch, BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and CLEC Carrier Frame Relay switches. If the VC is a Local VC, CLEC Carrier will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to CLEC Carrier for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a CLEC Carrier subscriber's PVC segment and a PVC segment from the CLEC Carrier Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and CLEC Carrier Frame Relay switches. If the VC is a Local VC, CLEC Carrier will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to CLEC Carrier for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If CLEC Carrier requests a change, BellSouth will invoice and CLEC Carrier will pay a Feature Change charge for each affected PVC segment.

- 8.9.4.1 If BellSouth requests a change to a Local VC, CLEC Carrier will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 CLEC Carrier will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. CLEC ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

10. CLEC BASIC 911 AND E911 INTERCONNECTION

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. BellSouth will provide to CLEC Carrier 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. CLEC Carrier 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. CLEC Carrier will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, CLEC Carrier will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. CLEC Carrier shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured

as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. CLEC Carrier will be required to provide BellSouth daily updates to the E911 database. CLEC Carrier 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, CLEC Carrier will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. CLEC Carrier shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

- 10.4 Rates. BellSouth will impose applicable charges on CLEC Carrier for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition CLEC Carrier will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.
- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

11. CMRS DEFINITIONS

- 11.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 11.2 **CMRS Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. The exchange of traffic on BellSouth's interlata EAS routes shall be treated as Local Traffic. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

- 11.3 **CMRS Local Interconnection** is defined as 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.
- 11.4 **CMRS Non-Local Traffic** is defined as all traffic that is not CMRS Local Traffic or access services, as described in Section 19 of this Agreement.
- 11.5 **CMRS Type 1 Interconnection** is a trunk side connection with line treatment between a BellSouth end office and a Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.
- 11.6 **CMRS Type 2A Interconnection** are one-way or two-way connections that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and Third Party Carriers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time).
- 11.7 **CMRS Type 2B Interconnection** are one-way or two-way connections that provide a high usage route between a BellSouth end office and a Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

12. **CMRS METHODS OF NETWORK INTERCONNECTION**

- 12.1 By mutual agreement of the Parties, trunk group arrangements between Carrier and BellSouth shall be established in accordance with subsection 12.2 of this section. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The Parties agree that Carrier will not be required to construct more than one POI within any given LATA unless the provisions of 26.3.1 regarding network congestion have been invoked.
- 12.2 There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party or a Third Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements may be purchased from BellSouth's GSST, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical

collocation may be provided in a separate collocation agreement or tariff. Rates for virtual collocation will be based on Bellsouth's Interstate Access Services Tariff, FCC#1, Section 20 and /or Bellsouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

- 12.3 The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to BellSouth end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.
- 12.4 Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.
- 12.5 When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.
- 12.6 The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement. This guide may be found, as of the effective date of this agreement, at the following URL: <http://www.interconnection.bellsouth.com/>

13. CMRS INTERCONNECTION TRUNK GROUP OPTIONS

13.1 **CMRS One-Way Trunk Group Arrangement**

13.2 If the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

13.3 BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic to each BellSouth tandem and end office at which the Parties interconnect.

13.4 **CMRS Two-Way Trunk Group Arrangement**

13.5 If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

13.6 BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. BellSouth will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory and within the LATA (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

13.7 If the Parties cannot agree upon a trunk group arrangement, BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

14. **CMRS LOCAL TRAFFIC COMPENSATION**

14.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Alltel's CLEC entity and Alltel's CMRS entity. The Parties' regional agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Alltel's CMRS entity provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill

and keep. Should either Alltel's CLEC entity or Alltel's CMRS entity opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Alltel entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

14.2 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and CMRS Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and CMRS Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit traffic, or interMajor Trading Area traffic.

14.3 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.

15. CMRS LOCAL TRAFFIC MEASUREMENT

15.1 The method of determining the compensation for two-way facilities is dependent on the percentage of Local Traffic exchanged.

15.2 If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Interconnection Invoice Payment Center (IIPC), BellSouth will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Upon Carrier's request BellSouth will provide supporting documentation for the percentages provided for each state. If the Parties do not come to an agreement on the percentages for each state, Carrier will utilize an industry wide average. Supporting documentation will consist of, at a minimum, the usage summary records of calls originating from BellSouth customers terminating to ALLTEL customers that were utilized in development of the factor. In the event the summary records are not sufficient to validate the percentages, then Carrier may request a traffic study. If the Parties cannot mutually agree upon the factors, either Party may invoke the dispute resolution process as set forth in Section 14 of the General Terms and Conditions of this Agreement.

15.3 If Carrier has no recording capability and cannot determine the amount of BellSouth originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

15.4 BellSouth shall utilize actual traffic measurements where available, to calculate traffic percentages for Carrier's originated Local Traffic terminating to BellSouth.

- 15.5 The Parties' traffic on BellSouth's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of BellSouth's GSST.

16. CMRS COMPENSATION FOR FACILITIES

- 16.1 Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of it's facility up to the POI. In addition, where Bellsouth delivers Local Traffic over one-way facilities to a node on Carrier's SONET interconnection facilities, Bellsouth will compensate Carrier for it's proportionate use of such SONET facilities.
- 16.2 Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.
- 16.3 Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities, including the proportionate costs of SONET interconnection facilities, trunk ports or other network interconnection facilities used by the originating Party that may be purchased via the GSST, Section A35, or in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.
- 16.4 To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, the Parties will develop statewide mobile to land and land to mobile traffic factors based on billed conversation minutes of use. At a minimum, the Parties will use a three (3) month average of billed usage to develop the traffic factors. These factors may be updated every three (3) months at either Party's request or when significant network changes occur in either Party's network. If the Parties cannot mutually agree upon the factors, either Party may invoke the dispute resolution process as set forth in Section 14 of the General Terms and Conditions of this Agreement.
- 16.5 BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis the proportionate costs of SONET interconnection facilities, trunk ports, or other network interconnection facilities used by Bellsouth.
- 16.6 On some occasions Carrier may choose to purchase facilities from a third party.

- 16.6.1 In the event that the purchase of facilities from a third party involves the establishment of new trunking arrangements to any BellSouth tandem/end office after the Effective Date of this Agreement, Carrier agrees to give BellSouth sixty (60) days notice prior to the purchase or construction of the facilities, in order to permit BellSouth the option of providing one-way trunking, if, in its sole discretion BellSouth believes one-way trunking to be a preferable option to third party provided facilities. Such notice shall be sent pursuant to the Notices section of this Agreement.
- 16.6.2 In the event BellSouth determines that one-way trunking is a preferable option to the new third party provided trunking facilities, BellSouth will give Carrier written notice of its intent to utilize one-way trunking within 10 business days of BellSouth's receipt of Carrier's notice. In the event BellSouth fails to give Carrier notice of its intent to utilize one-way trunking within the time frame set forth in the previous sentence, the new trunking facilities will be deemed accepted by BellSouth. Carrier will apply the BellSouth originated percent against the total cost of the two-way interconnection facility billed by the third party to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost utilized by BellSouth.
- 16.6.3 Two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more that sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.
- 16.7 Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.
- 17. CMRS BILLING**
- 17.1 Usage charges for CMRS Non-Local Traffic shall be billed monthly and shall be paid within thirty (30) days of the bill date. Usage charges will be billed in arrears and facility charges will be billed in advance.
- 17.2 Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.
- 17.3 Billing disputes shall be handled pursuant to the terms of this section. Notice of a valid dispute whether billing or contractual in nature, must be in writing, specifically documenting the nature of the dispute, and must include a detailed

description of the underlying dispute (the “Dispute Notice”). Billing disputes must be submitted on the Billing Dispute Form contained in Attachment 3 Exhibit G or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party. The Billing Dispute Form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

- 17.4 The disputing Party must submit billing disputes (“Billing Disputes”) to the billing Party on the Billing Dispute Form contained in Attachment 3 Exhibit G by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party’s bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in Section 17.4.1 below. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Billing Dispute Form.
- 17.4.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:
 - 17.4.1.1 If the dispute is not resolved within sixty (60) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.
 - 17.4.1.2 If the dispute is not resolved within ninety (90) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
 - 17.4.1.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the receipt of the Billing Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 17.5 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section.
- 17.6 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 17.7 below. If the disputing Party disputes charges and the

dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, no later than the second billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, to be paid not later than the second billing cycle after the resolution of the dispute.

- 17.7 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the undisputed portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.
- 17.8 For purposes of Section 17.4.1, a billing dispute does not include the refusal to pay all or part of a bill when the Billing Dispute Form is not provided to support the dispute, nor shall a dispute include the refusal to pay other amounts owed to the billing Party by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered valid for purposes of this subsection.
- 17.9 Once the billing dispute has been processed in accordance with this Section 17, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 17.10 All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

18. CMRS DEPOSIT POLICY

- 18.1 When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Carrier. Any such security deposit shall in no way release

Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Carrier's accounts receivable and proceeds. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

19. CMRS NON-LOCAL TRAFFIC INTERCONNECTION AND COMPENSATION

- 19.1 For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in Section 19.2 hereunder or the transit charges described in Section 19.3 hereunder, as appropriate.
- 19.2 For terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.
- 19.3 If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a \$.0025 per minute transit charge for the first 12 months of the Agreement, beginning on the Effective Date, and increasing to \$.003 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") in addition to any charges that BST may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Transit Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

- 19.4 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic.
- 19.5 If, however, either Party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties. Any such surrogate method of classifying and billing traffic shall be subject to modification upon reasonable request as mutually agreed upon by the Parties.
- 19.6 Where technically possible, BellSouth shall periodically measure actual traffic and shall apply such measurements to classify and bill traffic in each of the categories. BellSouth may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.
- 19.7 For Carriers that have elected to exchange traffic with BellSouth on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.

20. CMRS MEET POINT BILLING OPTION

- 20.1 Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.
- 20.2 For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Transit Traffic. BellSouth shall pass

Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section VII C will apply and this Section VIII shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for all costs and charges incurred by BellSouth under Section VII C.

20.3 Information required from carriers participating in MPB with BellSouth includes, but is not limited to:

- (i) Regional Accounting Office code (RAO)
- (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, BellSouth will only render a bill to Carrier.
- (iii) a unique Access Carrier Name Abbreviation (ACNA)
- (iv) Percent Interstate Usage
- (v) Percent Local Usage
- (vi) 800 Service Percent Interstate Usage or default of 50%
- (vii) Billing Interconnection Percentage
- (viii) Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to.

20.4 A default Billing Interconnection Percentage (BIP) of **0% BellSouth** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

20.5 MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. Parties utilizing MPB must subscribe to tandem level interconnections with BellSouth and must deliver all Transit Traffic to BellSouth over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch Common Language Location Identification (CLLI). Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the CLLI is associated with additional NPA/NXX codes with rate centers outside of BellSouth's service area or, (iii) if the Type 2A NPA/NXX code or CLLI home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will

continue to be billed in accordance with the provisions of Section VII C. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide BellSouth with information stating which BellSouth rate center will be associated with the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic. When the access tandem, in which the interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, meet point billing will not occur. The Parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

- 20.6 In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.
- 20.7 Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section 19.3 of this Attachment for Carrier originated Transit Traffic. Meet Point Billing to IXC's for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.
- 20.8 Exchange of records will begin no earlier than ninety days (90) from the later of the date the contract is signed or the date that all necessary information as defined in Section 20.3 above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the \$.0025 per minute Transit Charge for the first 12 months of the Agreement, increasing to \$.003 for the remainder of the Agreement for such Transit Traffic and Third Party Termination Charges shall not apply. MPB as described in this section requires Carrier to enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier.
- 20.9 Notwithstanding anything to the contrary in this section, to the extent Carrier and BellSouth are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the Parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this section and the compensation payable hereunder shall control.

21. CMRS PROVISION OF NETWORK ELEMENTS

- 21.1 The Parties agree to provide Unbundled Network Element's as specified in the FCC's Triennial Review Order and as required by future FCC or Commission directives.

22. CMRS ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

- 22.1 BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement negotiated with BellSouth.

23. CMRS ACCESS TO 911/E911 EMERGENCY NETWORK

- 23.1 BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.
- 23.2 BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

24. CMRS ACCESS TO TELEPHONE NUMBERS

- 24.1 Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

25. CMRS ACCESS TO SIGNALING AND SIGNALING DATABASES

- 25.1 BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.
- 25.2 Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage

- BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

26. CMRS NETWORK DESIGN AND MANAGEMENT

- 26.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 26.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. The Parties agree to provide at least a P.01 level of service and to work cooperatively in the placement and/or removal of interconnection facilities.
- 26.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- 26.3.1 Network Congestion - When Bellsouth notifies carrier that capacity issues at any Bellsouth tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional Bellsouth tandems or to Bellsouth end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include Bellsouth providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to compensate Bellsouth for the necessary interconnections facilities to the POI.
- 26.3.2 Tandem Traffic Volume – Where multiple BellSouth tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected BellSouth tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific BellSouth tandem in the same LATA exceeds two DS1's (624,000

minutes of use) level of traffic per month for two consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing BellSouth tandem interconnection(s).

- 26.3.3 End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific BellSouth end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for three consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.
- 26.4 Neither Party intends to change rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.
- 26.5 The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- 26.6 For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.
- 26.7 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

27. CMRS AUDITING PROCEDURES

- 27.1 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, can be ascertained. The

audit shall be accomplished during normal business hours at an office designated by the Party being audited or through mutual exchange of data requested. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. However, nothing in this Section 27 shall prevent either Party from requesting and/or verifying data with the other Party related to the billing of usage or calculated percents as outlined in Section 15.2 for the purpose of validating the percentages and billing each month. The Parties agree to work cooperatively in such an exchange of information which may preclude a formal audit request per this section.

CLEC Basic

Exhibit B

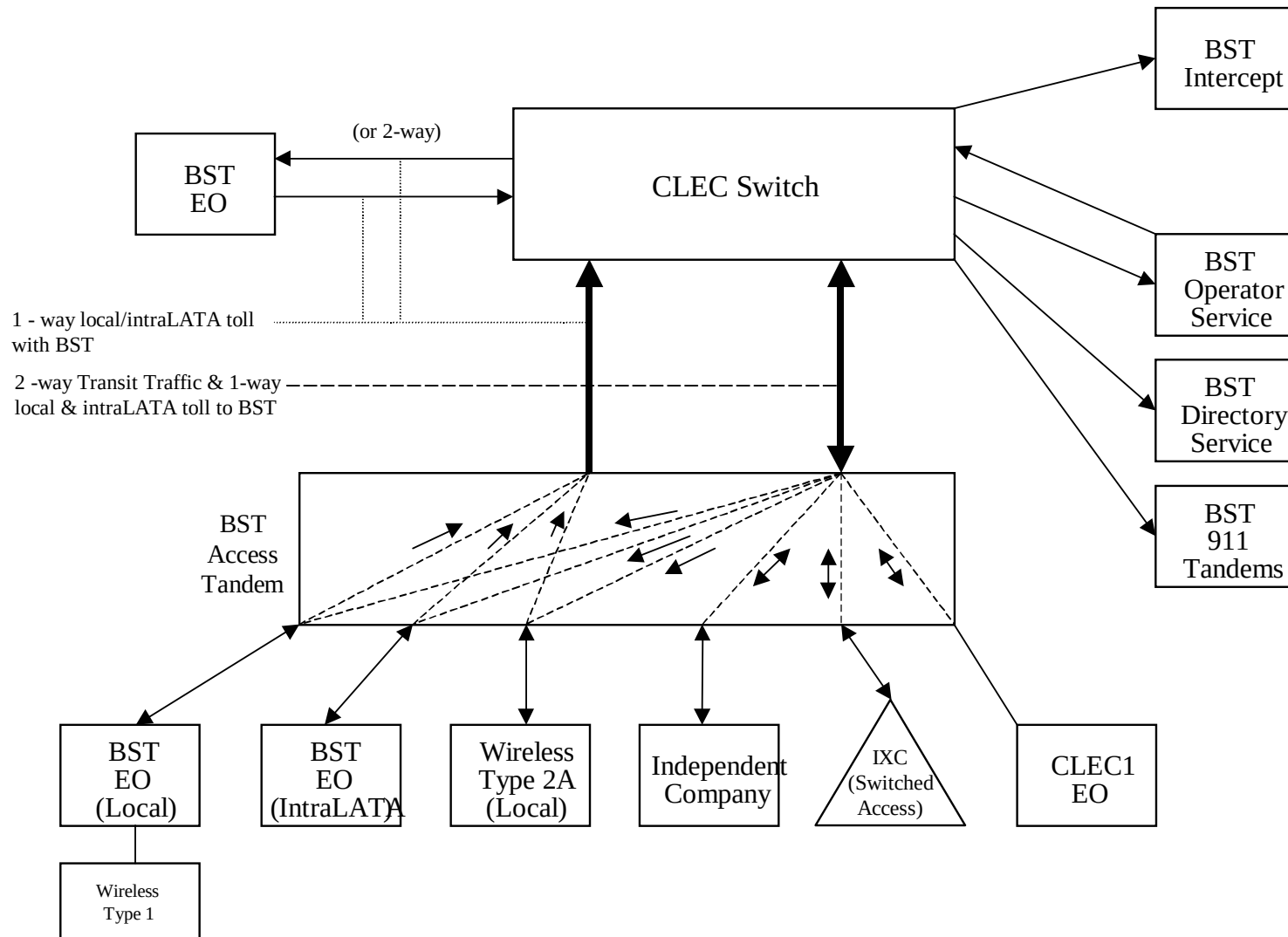


Exhibit C

CLEC One-Way

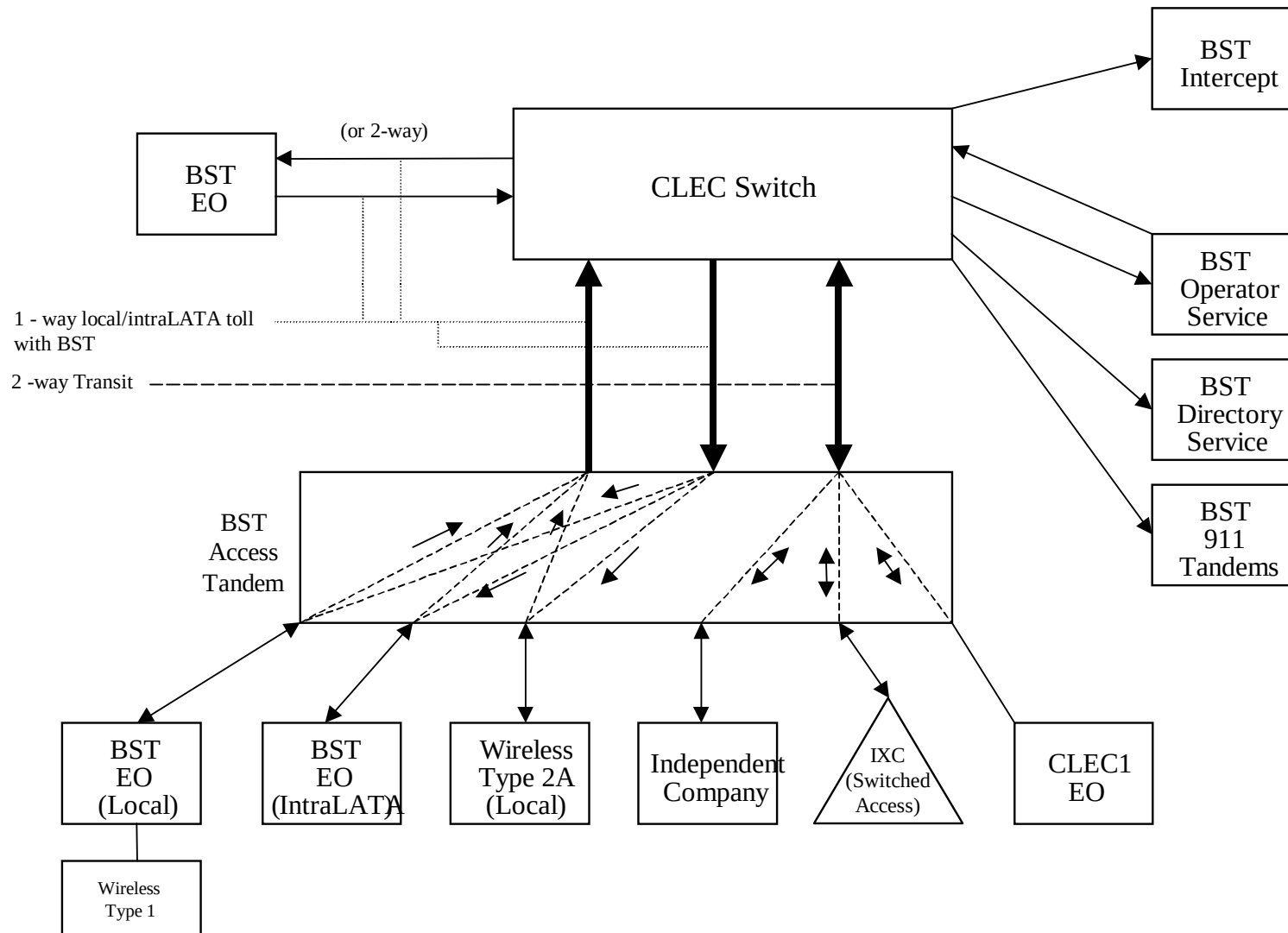


Exhibit D

CLEC Two-Way

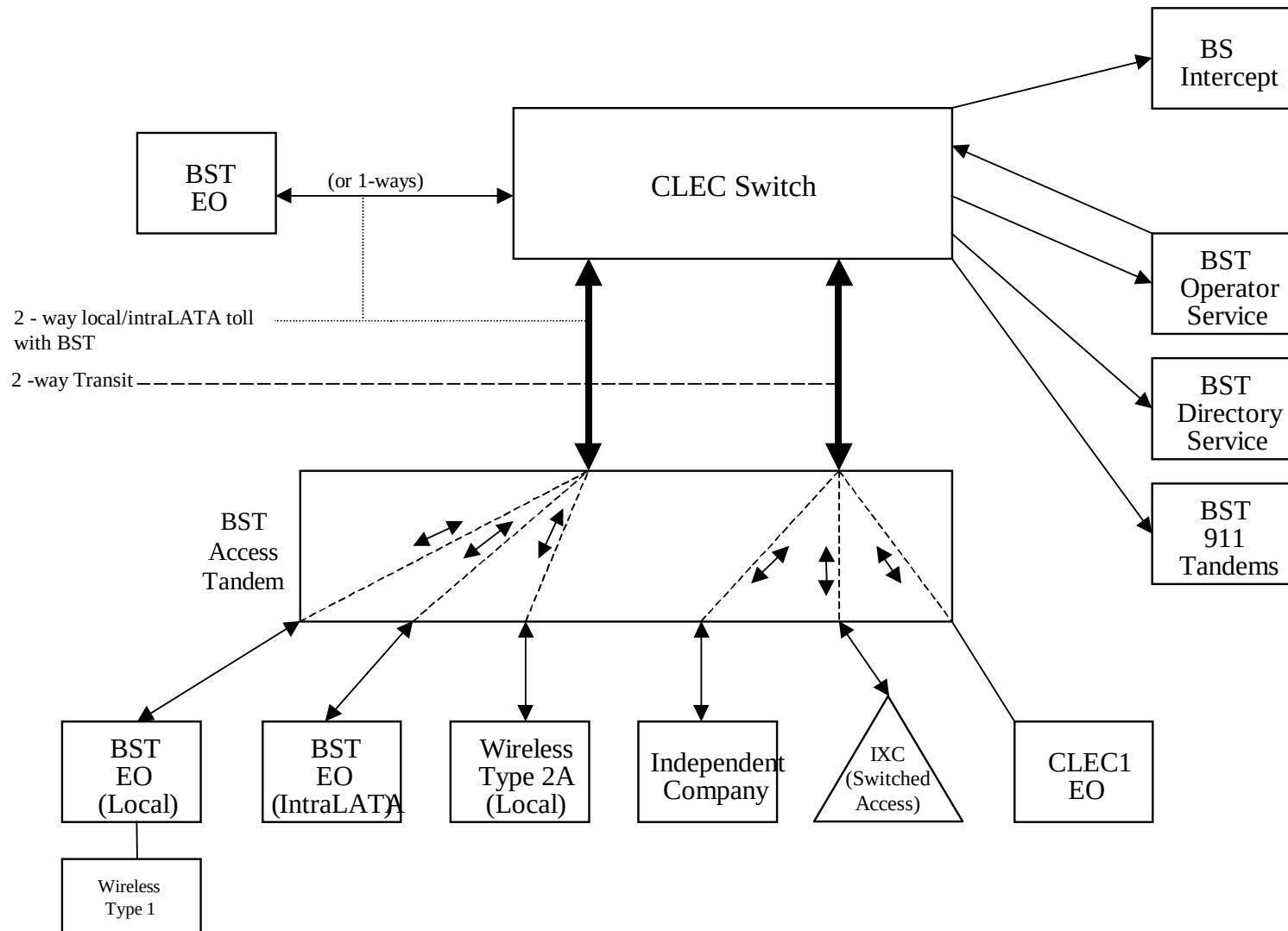


Exhibit E

CLEC Supergroup

