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T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel

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January 19, 2005

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

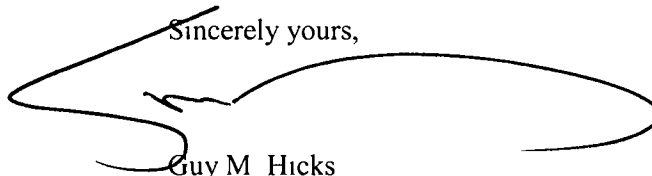
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Knology Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00027

Dear Chairman Miller

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

Thank you for your attention to this matter

Sincerely yours,



Guy M Hicks

cc. Chad Wachter, Esq , Knology
Walt Sapronov, Esq , Gerry & Sapronov, LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

COME NOW, Knology 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, Knology and BellSouth state the following:

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

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

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Knology within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. Knology and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

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

This 19th day of Jan., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By 

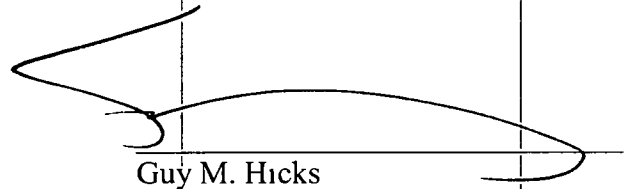
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 19th day of Jan., 2005.

Chad Wachter, Esq.
Vice President & General Counsel
Knology
1241 O. G. Skinner Drive
West Point, Georgia 31833

Walt Saprnov, Esq.
Gerry & Saprnov, LLP
Three Ravinia Drive, Suite 1455
Atlanta, GA 30346



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Knology

Knology (2004)	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	24
Att 1 - Resale	25
Att 1 - Resale Discounts and Rates	51
Attachment 2	57
Attachment 2 Rates	91
Attachment 3	140
Att 3 Rates Rates	172
ATT4-Collocation-CentralOffice	178
Att4-Collocation-RemoteSite	228
Att4-CollocationRates	266
Att 5 - Access to Numbers and Number Portability	299
Att_6_-_Ordering	303
Att_7_-_Billing	310
Att 8 - Rights of Way	323
Att 9 - Perf Meas Intro	325
Att 9 - Performance Measurements	327
Att 10 - Disaster Recovery Plan	539
Att 11 - BFR and NBR Process	548

Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
Knology

TABLE OF CONTENTS

General Terms and Conditions

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Operational Support Systems
- 4. Parity
- 5. White Pages Listings
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 7. Liability and Indemnification
- 8. Intellectual Property Rights and Indemnification
- 9. Proprietary and Confidential Information
- 10. Resolution of Disputes
- 11. Taxes
- 12. Force Majeure
- 13. Adoption of Agreements
- 14. Modification of Agreement
- 15. Non-waiver of Legal Rights
- 16. Indivisibility
- 17. Waivers
- 18. Governing Law
- 19. Assignments
- 20. Notices
- 21. Rule of Construction
- 22. Headings of No Force or Effect
- 23. Multiple Counterparts
- 24. Filing of Agreement
- 25. Compliance with Applicable Law
- 26. Necessary Approvals
- 27. Good Faith Performance
- 28. Nonexclusive Dealings
- 29. Rate True-Up
- 30. Survival
- 31. Entire Agreement

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Physical Collocation – Central Office

Attachment 4 - Physical Collocation – Remote Site

Attachment 5 - Access to Numbers and Number Portability

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

Attachment 7 - Billing

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

Attachment 9 - Performance Measurements

Attachment 10- BellSouth Disaster Recovery Plan

Attachment 11–Bona Fide Request and New Business Request Process

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of South Carolina, Inc. and Knology of Tennessee, Inc. (Knology), Delaware corporations, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Knology or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, Knology is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, South Carolina, and Tennessee; and

WHEREAS, the Parties shall interconnect their respective facilities and exchange traffic in accordance with Sections 251 and 252 of the Act (defined hereunder) pursuant to this Interconnection Agreement; and

WHEREAS, the Parties wish to replace their Prior Agreement made effective February 9, 2003 and which shall be superceded with this Agreement for the purpose of continued interconnection and exchange of traffic pursuant to Sections 251 and 252 of the Act, and, solely in connection therewith, Knology may order collocation pursuant to Attachment 4 of this Agreement; and

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

Definitions

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

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

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

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, Knology agrees to provide BellSouth in writing Knology's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent Knology is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Knology will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, 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 two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Knology pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

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

4. Parity

When Knology 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 Knology 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 Knology 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 Knology.

5. White Pages Listings

- 5.1 BellSouth shall provide Knology and its customers access to white pages directory listings under the following terms:
- 5.1.1 Listings. Knology shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Knology residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Knology and BellSouth subscribers.
- 5.1.2 Rates. So long as Knology provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Knology one (1) primary White Pages listing per Knology subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.2 Procedures for Submitting Knology SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.2.1 Knology authorizes BellSouth to release all Knology SLI provided to BellSouth by Knology to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Knology SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 No compensation shall be paid to Knology for BellSouth's receipt of Knology SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Knology's SLI, or costs on an ongoing basis to administer the release of Knology SLI, Knology shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Knology's SLI, Knology will be notified. If Knology does not wish to pay its proportionate share of these reasonable costs, Knology may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Knology shall amend this Agreement accordingly. Knology will be liable for all costs incurred until the effective date of the amendment.
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Knology under this Agreement. Knology shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Knology listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Knology any complaints received by BellSouth relating to the accuracy or quality of Knology listings.

- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Unlisted/Non-Published Subscribers. Knology will be required to provide to BellSouth the names, addresses and telephone numbers of all Knology customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.
- 5.4 Inclusion of Knology End Users in Directory Assistance Database. BellSouth will include and maintain Knology subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Knology shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5 Listing Information Confidentiality. BellSouth will afford Knology's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.7 Directories. BellSouth or its agent shall make available White Pages directories to Knology subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Knology, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Knology End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Knology End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to Knology. Where BellSouth is providing to Knology Telecommunications Services for resale or providing to Knology the local switching function, then Knology agrees that in those cases where Knology receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Knology End Users, and where Knology does not have the requested information, Knology will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise

the law enforcement agency initiating the request to redirect such request to the other Party.

7. Liability and Indemnification

- 7.1 Knology Liability. In the event that Knology consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Knology under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Knology for any act or omission of another Telecommunications company providing services to Knology.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 7.3.3 Neither BellSouth nor Knology shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached

thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

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

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

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

8. Intellectual Property Rights and Indemnification

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

- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 8.3 Intellectual Property Remedies
- 8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.
- 8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.3.2.2 obtain a license sufficient to allow such use to continue.
- 8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or

facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

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

9. Proprietary and Confidential Information

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

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

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

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than

Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

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

11. Taxes

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

- 11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the

providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 11.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon,

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

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

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

12. Force Majeure

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

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 (i) and 47 C.F.R § 51.809 to Knology any other interconnection agreement filed and approved pursuant to 47 USC § 252. Knology shall adopt such approved other interconnection agreement within a reasonable period of time. The adopted interconnection agreement shall apply to the same states as such other interconnection agreement. The term of the adopted interconnection agreement shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

- 14.1 If Knology 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 Knology to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Knology or BellSouth to perform any material terms of this Agreement, Knology or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

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

16. Indivisibility

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

17. Waivers

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

18. Governing Law

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

19. Assignments

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

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

KNOLOGY

1241 O.G. Skinner Drive
West Point, Georgia 31833
Attn: Chad Wachter, Esq.
Vice President & General Counsel
(Telephone) (706) 634-2663
(Facsimile) (706) 645-0148
(E-mail) chad.wachter@knology.com
with a copy to:

Walt Sapronov, Esq.
Gerry & Sapronov, LLP
Three Ravinia Drive, Suite 1455
Atlanta, Georgia 30346
(Telephone) (770) 399-9100
(Facsimile) (770) 395-0505
(E-mail) wsapronov@gstelecomlaw.com

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

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

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

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Knology shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Knology. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Knology is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

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

29. Rate True-Up

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

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

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

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below (together with its preamble), and all other documents identified herein as they are incorporated explicitly by reference, such documents may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any

orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Knology acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

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

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

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

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

BellSouth Telecommunications, Inc.

**Knology of Alabama, Inc., Knology of
Florida, Inc., Knology of Georgia, Inc.,
Knology of Kentucky, Inc., Knology of
South Carolina, Inc. and Knology of
Tennessee, Inc.**

By: 

By: 

Name: Kristen E. Rowe

Name: CHAD S. WACHTER

Title: Director

Title: VP/GENERAL COUNSEL

Date: 11/17/04

Date: 11/3/04

Attachment 1

Resale

Table of Contents

1. Discount Rates	3
2. Definition of Terms	3
3. General Provisions	3
4. BellSouth's Provision of Services to Knology	8
5. Maintenance of Services.....	9
6. Establishment of Service.....	10
7. Discontinuance of Service	10
8. Operator Services (Operator Call Processing and Directory Assistance).....	11
9. Line Information Database (LIDB)	13
10. RAO Hosting.....	13
11. Optional Daily Usage File (ODUF).....	13
12. Enhanced Optional Daily Usage File (EODUF)	14
Resale Restrictions	Exhibit A
Line Information Database (LIDB) Storage Agreement	Exhibit B
Optional Daily Usage File (ODUF)	Exhibit C
Enhanced Option Daily Usage File (EODUF)	Exhibit D
Resale Discounts and Rates	Exhibit E

RESALE

1. Discount Rates

- 1.1 The discount rates applied to Knology 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 Knology for the purposes of resale to Knology's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as 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 Knology, 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 Knology for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When Knology 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 Knology does not resell Lifeline service to any end users, and if Knology agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event Knology resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Knology 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 Knology 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 Knology 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 Knology must resell services to other End Users.
 - 3.2.2 Knology cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Knology 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 Knology for said services.
- 3.4 Knology 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 Knology. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Knology. 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 Knology 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 Knology 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 Knology 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 Knology, BellSouth will provide Knology with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Knology acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Knology acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Knology 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 Knology to designate up to 100 intermediate telephone numbers per CLLIC, for Knology's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Knology acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan

(NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Knology's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Knology 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, Knology 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 Knology remain the property of BellSouth.
- 3.15 White page directory listings for Knology 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 Knology 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 Knology 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 Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 3.16.3 Denial/Restoral OSS Charge. In the event Knology 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. Knology 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 Knology per the Bona Fide Request/New Business Request process as set forth in Attachment 6 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 Knology acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Knology that Special Assembly at the wholesale discount at Knology's option. Knology 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 Knology customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Knology 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 Knology 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 Knology 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 Knology, and Knology 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 Knology

- 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 Knology to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Knology 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 Knology 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 Knology may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

- 4.4 If Knology cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

- 4.5 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 General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When Knology 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 Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Knology.
- 4.5.4 Knology must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Knology 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 Knology accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Knology will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Knology shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Knology 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 Knology'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, Knology will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Knology is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.
- 6.1.1 If Knology needs to change its OCN(s) under which it operates when Knology has already been conducting business utilizing those OCN(s), Knology shall bear all costs incurred by BellSouth to convert Knology to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Knology's end user customer records. Appropriate charges will appear in the OC&C section of Knology's bill.
- 6.2 Knology shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Knology 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 Knology'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 Knology to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Knology to such other CLEC. Upon completion of the conversion BellSouth will notify Knology 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 Knology's End User on behalf of, and at the request of, Knology. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Knology.
- 7.1.2 At the request of Knology, BellSouth will disconnect a Knology End User customer.
- 7.1.3 All requests by Knology for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Knology 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 Knology 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 Knology and/or the End User against any claim, loss or damage arising from providing this information to Knology. It is the responsibility of Knology 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 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 8.1.1 . Process 0+ and 0- dialed local calls
 - 8.1.3 .2 Process 0+ and 0- intraLATA toll calls.
 - 8.1.4 Process calls that are billed to Knology end user's calling card that can be validated by BellSouth.
 - 8.1.5 Process person-to-person calls.
 - 8.1.6 Process collect calls.
 - 8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.1.8 Process station-to-station calls.
 - 8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.1.10 Process emergency call trace originated by Public Safety Answering Points.
 - 8.1.11 Process operator-assisted directory assistance calls.
 - 8.1.12 Adhere to equal access requirements, providing Knology local end users the same IXC access that BellSouth provides its own operator service.
 - 8.1.13 Exercise at least the same level of fraud control in providing Operator Service to Knology that BellSouth provides for its own operator service.

- 8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.1.15 Direct customer account and other similar inquiries to the customer service center designated by Knology.
- 8.1.16 Provide call records to Knology in accordance with ODUF standards.
- 8.1.17 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 Knology's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 8.3.1 Directory Assistance Service Updates
 - 8.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 8.3.2 New end user connections
 - 8.3.3 End user disconnections
 - 8.3.4 End user address changes
 - 8.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4. Selective Call Routing using Line Class Codes (SCR-LCC)
 - 8.4.1 Where Knology resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Knology's end user calls to that provider through Selective Call Routing.
 - 8.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Knology to have its Operator Call Processing and Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

- 8.4.3 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.
- 8.4.4 Where available, Knology specific and unique LLCs are programmed in each BellSouth end office switch where Knology intends to service end users with customized OCP/DA branding. The LCCs specifically identify Knology'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 Knology intends to provide Knology-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.5 SCR-LCC supporting Custom Branding and Self Branding require Knology to order dedicated transport and trunking from each BellSouth end office identified by Knology, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Knology Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.6 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.
- 8.4.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Knology 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 Knology'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 Nonrecurring Charges	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 Knology.
- 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 Knology.
- 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 Knology 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 Knology and pursuant to which BellSouth, its LIDB customers and Knology shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Knology's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Knology 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 Knology, 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 Knology'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 Knology 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 Knology 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 Knology 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 Knology of fraud alerts so that Knology 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 Knology pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Knology 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 Knology's data from BellSouth's data, the following shall apply:

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

IV. Fees for Service and Taxes

- A. Knology will not be charged a fee for storage services provided by BellSouth to Knology, 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 Knology 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 Knology, BellSouth will provide the Optional Daily Usage File (ODUF) service to Knology pursuant to the terms and conditions set forth in this section.
2. Knology shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Knology customer.
4. Charges for ODUF will appear on Knology'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. Knology will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.1 Messages that error in Knology's billing system will be the responsibility of Knology. If, however, Knology should encounter significant volumes of errored messages that prevent processing by Knology within its systems, BellSouth will work with Knology to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Knology:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll

- WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Knology.
- 6.1.4 In the event that Knology detects a duplicate on ODUF they receive from BellSouth, Knology will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to Knology via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Knology for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Knology will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Knology 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 Knology. Additionally, all message toll charges associated with the use of the dial circuit by Knology will be the responsibility of Knology. 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 Knology end for the purpose of data transmission will be the responsibility of Knology.

- 6.2.3 If Knology utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Knology.

6.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

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

6.5 ODUF Control Data

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

6.6 ODUF Testing

- 6.6.1 Upon request from Knology, BellSouth shall send test files to Knology for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Knology set up a production (live) file. The live test may consist of Knology's employees making test calls for the types of services Knology requests on the ODUF. These test calls are logged by Knology, 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 Knology, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Knology 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. Knology shall furnish all relevant information required by BellSouth for the provision of the EODUF.
 3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
 4. Charges for delivery of the EODUF will appear on Knology'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 Knology will be the responsibility of Knology. If, however, Knology should encounter significant volumes of errored messages that prevent processing by Knology within its systems, BellSouth will work with Knology 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 Knology:

Customer usage data for flat rated local call originating from Knology'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 O DUF. Any duplicate messages detected will be deleted and not sent to Knology.
- 7.1.3 In the event that Knology detects a duplicate on EODUF they receive from BellSouth, Knology will drop the duplicate message (Knology will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
 - 7.2.1 The EODUF feed will be distributed to Knology via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among Knology's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Knology for the purpose of data transmission as set forth in Section 6.2.2 above.
 - 7.2.3 If Knology utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Knology.
- 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 Knology which BellSouth RAO is sending the message. BellSouth and Knology will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by Knology and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

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
																			</	

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		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %						20.30										
		Business %						17.30										
		CSAs %						17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "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 contract established in																		
		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						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

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		Nonrecurring Disconnect		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								14.80									
		Business %								14.80									
		CSAs %								8.98									
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this 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 contract established in																			
		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									84.89	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									

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1 INTRODUCTION..... 3

2 LOOPS 7

3 LINE SHARING 24

4 UNBUNDLED NETWORK ELEMENT COMBINATIONS..... 29

5 TRANSPORT..... 30

6 CALL RELATED DATABASES 31

7 WHITE PAGES LISTINGS 32

Rates Exhibit A

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 Knology 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 Knology (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 Knology 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 Knology 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 Knology, and to the extent technically feasible, provide to Knology access to its Network Elements for the provision of Knology’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 Knology may purchase and use Network Elements 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 As of the effective date of this Agreement, to the extent Knology has purchased any Network Elements, Combinations, or services pursuant to a previous Interconnection Agreement between the Parties, and such Network Elements, Combinations, or services are not offered pursuant to this Agreement (collectively “Eliminated Elements”) the following shall apply:
- 1.6.1 Knology must transition the Eliminated Elements to either Resale, tariffed services, or services offered pursuant to a separate agreement negotiated between the Parties (collectively “Comparable Services”). Alternatively, Knology must disconnect such Eliminated Elements pursuant to sections 1.6.1.1 – 1.6.1.4 below.
- 1.6.1.1 Eliminated Elements including Switching Function (“Switching Eliminated Elements”). In the event that Knology has not entered into a separate agreement

for the provision of switching or services that include switching, Knology will submit orders to either disconnect Switching Eliminated Elements or convert such Switching Eliminated Elements to Resale within thirty (30) days of the Effective Date of this Agreement. If Knology submits orders to transition such Switching Eliminated Elements to Resale, within thirty (30) days of the Effective Date of this Agreement, applicable recurring and nonrecurring charges shall apply as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. If Knology fails to submit orders within thirty (30) days of the Effective Date of this Agreement, BellSouth shall transition such Switching Eliminated Elements to Resale, and Knology shall pay the applicable nonrecurring and recurring charges as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement, for Switching Eliminated Elements. In such case, Knology shall reimburse BellSouth for labor incurred in identifying the lines that must be converted. If no equivalent Resale service exists, then BellSouth may disconnect such Switching Eliminated Elements if Knology does not submit such orders within thirty (30) days of the Effective Date of this Agreement. In all cases, until Switching Eliminated Elements have been converted to Comparable Services or disconnected, the applicable recurring and nonrecurring rates for such services shall apply as set forth in the Interconnection Agreement between the Parties dated MMDDYY, including but not limited to nonrecurring disconnect charges that may apply for disconnection of service.

- 1.6.1.2 Other Eliminated Elements. Knology must transition the Eliminated Elements other than Switching Eliminated Elements (“Other Eliminated Elements”) to Comparable Services. Unless the Parties agree otherwise, Other Eliminated Elements shall be handled in accordance with sections 1.6.1.3 - 1.6.1.4 below.
- 1.6.1.3 Knology will identify and submit orders to either disconnect Other Eliminated Elements or transition them to Comparable Services within thirty (30) days of the Effective Date of this Agreement. Rates, terms and conditions for Comparable Services shall apply per the applicable agreement or tariff for such Comparable Services as of the date the order is completed. Where Knology requests to transition a minimum of fifteen (15) circuits per state, Knology may submit orders via a spreadsheet process and such orders will be project managed. In all other cases, Knology must submit such orders pursuant to the local service request/access service request (ASR/LSR) process, dependent on the Comparable Service elected. Until such time as the Other Eliminated Elements are transitioned to such Comparable Services pursuant to this Agreement, such services will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Element as set forth in the Interconnection Agreement between the Parties dated MMDDYY. In addition, the conversion of such Other Eliminated Elements to Comparable Services shall be subject to the nonrecurring conversion charge per circuit as set forth in the Interconnection Agreement between the Parties dated MMDDYY.

- 1.6.1.4 If Knology fails to identify and submit orders for any Other Eliminated Elements within thirty (30) days of the Effective Date of this Agreement, BellSouth may transition such Other Eliminated Elements to Comparable Services. The rates, terms and conditions for such Comparable Services shall apply as of the date the order is completed. If no Comparable Services exist, then BellSouth may disconnect such Other Eliminated Elements if Knology does not submit such orders within thirty (30) days of the Effective Date of this Agreement. In such case Knology shall reimburse BellSouth for labor incurred in identifying such Other Eliminated Elements and Knology shall pay the applicable disconnect charges set forth in the Interconnection Agreement between the Parties dated MMDDYY.. Until such time as the Other Eliminated Elements are disconnected pursuant to this Agreement, such services will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Element as set forth in the Interconnection Agreement between the Parties dated MMDDYY.
- 1.7 Conversion of Wholesale Services to Network Elements. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination that is available to Knology under this Agreement. Nonrecurring switch as is rates for conversion to Network Elements or Combinations are contained in Exhibit A of this Attachment. Any price change resulting from the conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request from Knology. 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 Knology and BellSouth. Any change from a wholesale service to a Network Element or Combination that requires a physical rearrangement of the Network Element or Combination will not be considered a conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the conversion can be completed through record changes only.
- 1.8 Knology may utilize Network Elements and Other Services to provide services as long as such use is consistent with industry standards and applicable BellSouth Technical References.
- 1.9 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM 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 RNM at no additional charge. RNM 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 RNM 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 Knology, BellSouth shall perform the RNM.

- 1.10 Commingling of Services. Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more telecommunications services or facilities that Knology has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Knology must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.10.1 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination 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.
- 1.10.2 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.10.3 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit and the Central Office Channel Interfaces will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 Rates. The prices that Knology shall pay to BellSouth for Network Elements, Combinations and Other Services are set forth in Exhibit A to this Attachment. If Knology purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.12.1 A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.12.2 Ordering Guidelines and Processes. For information regarding Ordering Guidelines and Processes for various Network Elements, Knology should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The web site address is: <http://www.interconnection.bellsouth.com/>.

1.12.2.1 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” web site at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>.

1.12.3 The provisioning of Network Elements to Knology’s collocation space will require cross connections within the central office to connect the Network Element to the demarcation point associated with Knology’s collocation space. These cross connects are separate components that are not considered a part of the Network Element and, thus, have a separate charge pursuant to the Collocation Attachment of this Agreement.

2 Loops

2.1 General. The local loop Network Element 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 premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier’s switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, 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 premises, including inside wire owned or controlled by BellSouth. Knology 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. BellSouth shall provide access to the local loop Network Element below the DS1 level set forth in this Attachment 2.

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

2.1.3 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each end user in the MDU.

2.1.3.1 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Knology 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.

- 2.1.3.2 Furthermore, in FTTH overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Knology. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, 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.
- 2.1.4 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Knology 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.
- 2.1.5 Knology may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.
- 2.1.6 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.7 The Loop shall be provided to Knology in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.8 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.9 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 Knology 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), Knology

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

- 2.1.10 Loop Testing/Trouble Reporting. Knology will be responsible for testing and isolating troubles on the Loops. Knology 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, Knology will be required to provide the results of the Knology test which indicate a problem on the BellSouth provided Loop.
- 2.1.10.1 Once Knology 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.
- 2.1.10.2 If Knology reports a trouble on a non-designed or designed Loop and no trouble actually exists on BellSouth's network, BellSouth will charge Knology for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC #1 Section 13.3.1 (E).
- 2.1.10.3 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Knology shall have dial-tone available for that Loop 48 hours prior to the Loop order completion due date.
- 2.1.11 Order Coordination and Order Coordination-Time Specific. "Order Coordination" (OC) allows BellSouth and Knology to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Knology'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.
- 2.1.11.1 "Order Coordination – Time Specific" (OC-TS) allows Knology to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate Knology's specific conversion time request. However, BellSouth reserves the right to negotiate with Knology 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. Knology may specify a time between 9:00 a.m. and 4:00 p.m. (location

time) Monday through Friday (excluding holidays). If Knology specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.12

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

- 2.1.14 CLEC to CLEC Conversions for Unbundled Loops. The CLEC to CLEC conversion process for Loops may be used by Knology when converting an existing Loop from another CLEC for the same End User. Such process is set forth on BellSouth's Interconnection Web site at: <http://www.interconnection.bellsouth.com/guides/html/unes.html>. The Loop type being converted must be included in Knology's Interconnection Agreement before requesting a conversion.
- 2.1.14.1 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.
- 2.1.14.2 The Loops converted to Knology 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.
- 2.1.15 Bulk Migration. BellSouth will make available to Knology a Bulk Migration process pursuant to which Knology may request to migrate port/loop combinations, provisioned pursuant to either a pre-existing Interconnection Agreement or a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with 2 or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring 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. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 of this Attachment.
- 2.1.15.1 Should Knology request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Knology must use the Bulk Migration process referenced in 2.1.15 above.
- 2.2 Unbundled Voice Loops (UVLs). BellSouth shall make available the following UVLs:
- 2.2.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL2 (Designed)
- 2.2.1.2 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 Knology 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 Knology. Knology 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 Knology 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 Knology. 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 Knology 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. 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.
- 2.3.1 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

- 2.3.1.1 2-wire Unbundled ISDN Digital Loop
- 2.3.1.2 2-wire Unbundled ADSL Compatible Loop
- 2.3.1.3 2-wire Unbundled HDSL Compatible Loop
- 2.3.1.4 4-wire Unbundled HDSL Compatible Loop
- 2.3.1.5 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2 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. Knology 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.
- 2.3.2.1 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 Knology or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Knology may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.3 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 18,000 feet long and may have up to 6,000 feet 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.
- 2.3.4 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 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). 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.

- 2.4.1 Unbundled Copper Loop – Designed (UCL-D). 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).
- 2.4.1.1 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.4.1.2 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 Knology.
- 2.4.1.3 These Loops are not intended to support any particular services and may be utilized by Knology 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 Network Interface Device (NID) at the End User's location for the purpose of connecting the Loop to the End User's inside wire.
- 2.4.1.4 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 Knology or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.
- 2.4.2 Unbundled Cooper Loop – Non-Designed (UCL-ND). The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to an End User's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less

than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.2.1 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, Knology can request LMU for which additional charges would apply.
- 2.4.2.2 For an additional charge, BellSouth also will make available Loop Testing so that Knology may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.2.3 UCL-ND Loops are not intended to support any particular service and may be utilized by Knology 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 End User's location for the purpose of connecting the Loop to the End User's inside wire.
- 2.4.2.4 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.
- 2.4.2.5 Knology 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). Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own End Users. 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, 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.
 - 2.5.1 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.
 - 2.5.2 For any copper loop being ordered by Knology which has over 6,000 feet of combined bridged tap will be modified, upon request from Knology, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Knology. 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 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

- 2.5.3 Knology 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 Process as mutually agreed to by the Parties.
- 2.5.4 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.5 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.
- 2.5.6 If Knology 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. Knology 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.
- 2.5.7 Knology 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 Knology desires BellSouth to condition.
- 2.5.8 When requesting ULM for a Loop that BellSouth has previously provisioned for Knology, Knology will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Knology is available at the location for which the ULM was requested, Knology 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, Knology 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. Where Knology 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 Knology. 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 Knology (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the End User 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).

2.6.1 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.

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

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

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

2.7.2 Access to NID. Knology may access the End User's premises wiring by any of the following means and Knology shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

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

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

2.7.2.1.2 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 End User premises wiring through a suitable “punch-out” hole of such NID enclosures; or

- 2.7.2.1.3 Knology may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 In no case shall either Party remove or disconnect the other Party’s Loop facilities from either Party’s NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Knology’s responsibility to ensure there is no safety hazard, and Knology will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party’s Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.
- 2.7.2.3 Knology shall not remove or disconnect ground wires from BellSouth’s NIDs, enclosures, or protectors.
- 2.7.2.4 Knology shall not remove or disconnect NID modules, protectors, or terminals from BellSouth’s NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Knology to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 Technical Requirements. The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.3.1 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 Knology’s NID.
- 2.7.3.2 Existing BellSouth NIDs will be operational and provided in an “as is” condition. Knology may request BellSouth to do additional work to the NID on a time and material basis. When Knology deploys its own local Loops in a multiple-line termination device, Knology shall specify the quantity of NID connections that it requires within such device.

- 2.8 Sub-loop Elements. Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.
- 2.8.1 Unbundled Sub-loop Distribution. 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)
- 2.8.1.1 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.
- 2.8.1.2 Unbundled Copper Sub-Loop (UCSL) is a copper facility 18,000 feet or less in 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.
- 2.8.1.3 If Knology requests a UCSL and it is not available, Knology 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.
- 2.8.1.4 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.
- 2.8.1.4.1 Upon request for USLD-INC from Knology, 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 Knology's use on this cross-connect panel. Knology will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.8.1.5 For access to Voice Grade USLD and UCSL, Knology 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. Knology's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.1.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Knology is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Knology's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the BellSouth's Interconnection Web site located at: <http://www.interconnection.bellsouth.com/products/html/unel.html>.
- 2.8.1.7 The site set-up must be completed before Knology 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 Knology'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.
- 2.8.1.8 Once the site set-up is complete, Knology will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Knology requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Knology for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.1.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.2 Unbundled Network Terminating Wire (UNTW). 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.
- 2.8.2.1 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, where a third party owns the wiring to the End User's premises.

- 2.8.3 Requirements. 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.
- 2.8.3.1 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.2 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End User's premises, and Knology does own or control such wiring, Knology will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Knology.
- 2.8.3.3 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Knology for each pair activated commensurate to the price specified in Knology's Agreement.
- 2.8.3.4 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.
- 2.8.3.5 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.6 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.

- 2.8.3.7 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 nonrecurring 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.
- 2.8.3.8 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).
- 2.8.3.9 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 nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.10 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. 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 Knology, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.9 Loop Makeup

- 2.9.1 Description of Service. BellSouth shall make available to Knology LMU information so that Knology can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Knology intends to install and the services Knology wishes to provide. This section addresses LMU as a preordering transaction, distinct from Knology 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.
- 2.9.1.1 BellSouth will provide Knology 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.
- 2.9.1.2 BellSouth's LMU information is provided to Knology 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.
- 2.9.1.3 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 Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.4 Knology 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 Knology 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 Knology's ability to provide advanced data services over the ordered Loop type. Except for copper Loops that are intended to support advanced services (e.g., ADSL, UCL-ND, etc.), the LMU information is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Knology 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. Knology 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 Knology needs further Loop information in order to determine Loop service capability, Knology may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.9.2.1 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 BellSouth's Interconnection Web site located at: <http://interconnection.bellsouth.com/guides/html/unec.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. For a Mechanized LMUSI, Knology may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Knology may reserve up to three (3) Loop facilities.
- 2.9.3.1 Knology 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 Knology. During and prior to Knology placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Knology does not submit an LSR for a Network Element 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.
- 2.9.3.2 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.3 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Knology will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Knology does not reserve facilities upon an initial LMUSI, Knology'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.
- 2.9.3.4 Where Knology has reserved multiple Loop facilities on a single reservation, Knology may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Knology, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Knology.

3 Line Sharing

- 3.1 General. Line Sharing is defined as the process by which Knology provides digital subscriber line service (“xDSL”) over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Knology using the high frequency spectrum (as defined below) of the Loop.
- 3.1.1 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and Knology, will remain in effect until the End User discontinues or moves xDSL service with Knology. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
- 3.1.2 Knology may request new Line Sharing arrangements under this Agreement until October 1, 2004. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit A. After October 1, 2004, Knology may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.3 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004, and not otherwise terminated, shall terminate on October 2, 2006.
- 3.1.4 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 Knology the ability to provide 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. Knology shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.5 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.
- 3.1.6 BellSouth will provide Loop Modification to Knology on an existing Loop for Line Sharing 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 Knology requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Knology shall pay for the Loop to be restored to its original state.

- 3.1.7 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 Knology desires to continue providing xDSL service on such Loop, Knology or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Knology purchases the full stand-alone Loop, Knology may elect the type of Loop it will purchase. Knology will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Knology purchases a voice grade Loop, Knology acknowledges that such Loop may not remain xDSL compatible.
- 3.1.8 In the event the End User terminates its BellSouth provided voice service, and Knology requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing Knology for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.
- 3.1.9 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. BellSouth will provide Knology with access to the High Frequency Spectrum as follows:
 - 3.2.1 To order High Frequency Spectrum on a particular Loop, Knology must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
 - 3.2.1.1 Knology may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Knology's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
 - 3.2.1.2 Once a splitter is installed on behalf of Knology in a central office in which Knology is located, Knology shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and

Knology shall pay the electronic or manual ordering charges, as set forth in Exhibit A of this Attachment, as applicable when Knology orders High Frequency Spectrum for End User service.

- 3.2.1.3 Once BellSouth has placed cross-connects on behalf of Knology to provide Knology access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Knology may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Knology's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Knology access to the High Frequency Spectrum.
- 3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Knology's data.
- 3.3 BellSouth Provided Splitter – Line Sharing. BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Knology access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Knology's xDSL equipment in Knology's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Knology with a carrier notification letter, informing Knology of change. Knology 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. Knology shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.
 - 3.3.1 BellSouth will install the splitter in (i) a common area close to Knology's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Knology's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Knology on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Knology DS0 at such time that a Knology End User's service is established.
- 3.4 CLEC Provided Splitter – Line Sharing. Knology may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Knology may use such splitters to provide xDSL services to its End Users 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.
 - 3.4.1 Any splitters installed by Knology in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Knology may

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

- 3.5 Ordering – Line Sharing. Knology 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.
- 3.5.1 BellSouth will provide Knology the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.2 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site located at: <http://www.interconnection.bellsouth.com>.
- 3.5.3 BellSouth will provide Knology access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Knology shall pay the rates for such services, as described in Exhibit A.
- 3.6 Maintenance and Repair – Line Sharing. Knology shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Knology may test from the collocation space, the Termination Point, or the NID.
- 3.6.1 BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Knology will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.2 Knology shall inform its End Users to direct data problems to Knology, unless both voice and data services are impaired, in which event Knology should direct the End Users to contact BellSouth.
- 3.6.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.4 If Knology reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, or BellSouth isolates the trouble to the physical collocation arrangement belonging to Knology, BellSouth will charge Knology 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.
- 3.7 Line Splitting. 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 Data LEC may be the same or different carriers.

- 3.7.1 In the event Knology provides its own switching or obtains switching from a third party, Knology may engage in line splitting arrangements with another CLEC using a splitter, provided by Knology or a third party, in a Collocation Arrangement at the central office, where the loop terminates into a distribution frame or its equivalent.
- 3.7.2 Maintenance – Line Splitting. BellSouth will be responsible for repairing voice troubles and the troubles with the physical Loop between the NID at the End User's premises and the termination point.
- 3.7.3 Knology 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 willful 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 Knology 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 Knology are not already combined by BellSouth in the location requested by Knology 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 Knology 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 ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.
 - 4.1.2 To the extent Knology requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Enhanced Extended Links (EELs). EELs are combinations of 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 Knology with EELs where the underlying UNEs are available and pursuant to the conditions set forth in the FCC's rules.

- 4.3 Rates. 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 shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.
- 4.3.1 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring 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 shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.3.2 BellSouth shall provide Not Typically Combined Combinations to Knology at the rates developed pursuant to the BFR 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 Knology as set forth herein.
- 5.1.1 Dedicated Transport is defined as BellSouth's DS0 and voice grade interoffice transmission facilities, dedicated to a particular customer or carrier that Knology uses for transmission within a LATA between BellSouth's switches or wire centers.
- 5.1.2 BellSouth shall:
- 5.1.2.1 Provide Knology 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;
- 5.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility as outlined within the technical requirements within this section;
- 5.1.2.3 Permit, to the extent technically feasible, Knology to connect such interoffice facilities to equipment designated by Knology, including but not limited to, Knology's collocated facilities; and

- 5.1.2.4 Permit, to the extent technically feasible, Knology to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.2 Dedicated Transport. BellSouth shall offer Dedicated Transport in each of the following ways:
 - 5.2.1 As capacity on a shared UNE facility.
 - 5.2.1.1 As a circuit (i.e., DS0 and voice grade) dedicated to Knology.
 - 5.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
 - 5.2.3 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.
 - 5.2.4 Any request to change a connecting facility assignment (CFA) within a BellSouth central office is considered a service rearrangement. If requested, service rearrangements may be project managed by BellSouth. Order Coordination - Time Specific may be utilized for service rearrangements. Since dates and times are dependent upon quantities and workloads, they are negotiable. The applicable charges in Exhibit A shall apply.
 - 5.2.5 Technical Requirements. The entire designated transmission service (i.e., DS0 or voice grade) shall be dedicated to Knology designated traffic.
 - 5.2.5.1 BellSouth shall offer DS0 Equivalent interface transmission rates for DS0 or voice grade Dedicated Transport.
 - 5.2.5.2 BellSouth shall design Dedicated Transport according to its network infrastructure. Knology shall specify the termination points for Dedicated Transport.
 - 5.2.5.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References: TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6 Call Related Databases**
 - 6.1 911 and E911 Databases. BellSouth shall provide Knology with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).

- 6.1.1 Automatic Location Identification/Data Management Systems (ALI/DMS). 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. Knology will be required to provide BellSouth daily updates to E911 database. Knology 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.
- 6.1.2 Technical Requirements. BellSouth shall provide Knology the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Knology after Knology provides End User information for input into the ALI/DMS database.
- 6.1.2.1 Knology shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.
- 7 White Pages Listings**
- 7.1 BellSouth shall provide Knology and its End Users access to white pages directory listings under the following terms:
- 7.1.2 Listings. Knology shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Knology residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Knology and BellSouth End Users. Knology shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.3 Unlisted/Non-Published End Users. Knology will be required to provide to BellSouth the names, addresses and telephone numbers of all Knology End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 7.1.4 Inclusion of Knology End Users in Directory Assistance Database. BellSouth will include and maintain Knology End User listings in BellSouth's Directory Assistance databases. Knology shall provide such Directory Assistance listings to BellSouth at no charge.

- 7.1.5 Listing Information Confidentiality. BellSouth will afford Knology's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 7.1.7 Rates. So long as Knology provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Knology one (1) basic White Pages directory listing per Knology End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to Knology End User at no charge or as specified in a separate agreement between Knology and BellSouth's agent.
- 7.3 Procedures for submitting Knology Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 Knology authorizes BellSouth to release all Knology SLI provided to BellSouth by Knology to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such Knology SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Knology for BellSouth's receipt of Knology SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Knology's SLI, or costs on an ongoing basis to administer the release of Knology SLI, Knology shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Knology's SLI, Knology will be notified. If Knology does not wish to

pay its proportionate share of these reasonable costs, Knology may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Knology shall amend this Agreement accordingly. Knology will be liable for all costs incurred until the effective date of the amendment.

- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Knology under this Agreement. Knology shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Knology listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Knology any complaints received by BellSouth relating to the accuracy or quality of Knology listings.
- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring 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 Web site: 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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (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.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC1X, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		34.34	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		34.34	37.81	17.56	23.49	5.30					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 Without 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															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Manual Order Coordination 2 Wire 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 Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without 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															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without 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 without 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						
	4-Wire 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						
	4-Wire 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						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without 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 without 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 without outside dispatch			UDL	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire 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						
	2-Wire 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						
	2 Wire 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								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without 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								

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
		4-WIRE COPPER LOOP															
		4-Wire 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						
		4-Wire 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						
		4-Wire 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						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
		4-Wire Copper Loop-Designed without 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 without 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 - 2 Wire pair 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 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 Pair 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 Pair Panel Set-Up	I		UEANL	USBSD		55.15									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade 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 pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade 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 pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 4-Wire 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 pair			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								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
	2 Wire 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 pair			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 pair			UEF	USBMC		8.15	8.15								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	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 unbundled loop			UEF	ULMBT		278.20	6.11								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			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 - 2 W			UENTW	UNDC2		5.87	5.87								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87								
	UNE OTHER, PROVISIONING ONLY - NO RATE															
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			UENTW	UNDBX		0.00	0.00								
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE		0.00	0.00								
	LOOP MAKE-UP															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59								
	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 UL SCT															
	**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	155.97	188.79	0.00	177.98	0.00						

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CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	38.99	188.79	0.00	177.98	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	12.73	377.58	0.00	355.96	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		86.47	0.00	49.84	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	18.51	10.60	10.01	4.92						
		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	5.60	18.51	10.60	10.01	4.92						
		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	8.40	18.51	10.60	10.01	4.92						
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		16.39	8.19								
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		16.39	8.19								
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.02	9.83						
		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	5.60	47.44	19.31	20.02	9.83						
		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	8.40	47.44	19.31	20.02	9.83						
	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 - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						

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CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage Surrogate, per link per LATA							UDB	STU56	650.33								
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected							UDB	CCAPO		29.01	29.01	35.57	35.57				
SELECTIVE ROUTING																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch										84.70	84.70	14.11	14.11				
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																			
		2-WireVG Loop in combination - Zone 1						1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44				
		2-WireVG Loop in combination - Zone 2						2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44				
		2-WireVG Loop in combination - Zone 3						3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44				
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month							UNCVX	1L5XX	0.008838								
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month							UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCVX	UNCCC		5.59	5.59	6.98	6.98				
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																			
		4-WireVG Loop in combination - Zone 1						1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50				
		4-WireVG Loop in combination - Zone 2						2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50				
		4-WireVG Loop in combination - Zone 3						3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50				
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month							UNCVX	1L5XX	0.008838								
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month							UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCVX	UNCCC		5.59	5.59	6.98	6.98				
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																			
		4-wire 56 kbps Local Loop in combination - Zone 1						1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50				
		4-wire 56 kbps Local Loop in combination - Zone 2						2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50				
		4-wire 56 kbps Local Loop in combination - Zone 3						3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month							UNCDX	1L5XX	0.008838								
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month							UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCDX	UNCCC		5.59	5.59	6.98	6.98				
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																			
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1						1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50				
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2						2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50				
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3						3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month							UNCDX	1L5XX	0.008838								
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month							UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCDX	UNCCC		5.59	5.59	6.98	6.98				
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DSO INTEROFFICE TRANSPORT																			
		First 4-wire 56 kbps Local Loop in combination - Zone 1						1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50				
		First 4-wire 56 kbps Local Loop in combination - Zone 2						2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50				
		First 4-wire 56 kbps Local Loop in combination - Zone 3						3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50				
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month							UNCDX	1L5XX	0.008838								
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month							UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCDX	UNCCC		5.59	5.59	6.98	6.98				

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
					1	UNCDX	UDL64	26.09		126.27	88.80	59.14	14.50					
					2	UNCDX	UDL64	35.95		126.27	88.80	59.14	14.50					
					3	UNCDX	UDL64	37.88		126.27	88.80	59.14	14.50					
						UNCDX	1L5XX	0.008838										
						UNCDX	U1TD6	15.12		40.54	27.41	16.74	6.90					
						UNCDX	UNCCC			5.59	5.59	6.98	6.98					
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			5.59	5.59	6.98	6.98					
						UNCDX	UNCCC			5.59	5.59	6.98	6.98					
MULTIPLEXERS																		
						UDL	1D1DD	1.12		6.58	4.72	0.00	0.00					
						U1TUD	1D1DD	1.12		6.58	4.72	0.00	0.00					
						UDN	UC1CA	2.41		6.58	4.72	0.00	0.00					
						U1TUB	UC1CA	2.41		6.58	4.72	0.00	0.00					
						UEA	1D1VG	0.53		6.58	4.72	0.00	0.00					
						U1TUC	1D1VG	0.53		6.58	4.72	0.00	0.00					
Service Rearrangements																		
						U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD			270.08	47.13							
						U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB			1.28	1.28							
						U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE			1.64	1.64							
						U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC			2.28	2.28							
LNP Query Service																		
									0.000757									
										12.52		11.51						
										593.49	303.20	268.93	197.74					

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring 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 Web site: 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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (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, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNCX, 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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.97	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		26.97	49.57	22.83	25.62	6.57					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								

NETWORK ELEMENTS & OTHER SERVICES - Florida

CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
								Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
						UEANL	URET1		48.65	0.00						
						UEANL	URETA		23.95	23.95						
						UEANL	UREWO		15.78	8.94						
						UEANL	UEANM		13.49							
						UEANL	UEAMC		9.00	9.00						
						UEANL	OCOSL		23.02							

NETWORK ELEMENTS & OTHER SERVICES - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12					
	2 Wire Unbundled ADSL Loop without 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 without outside dispatch			UAL	UREWO		86.19	40.39							
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12					
	2 Wire Unbundled HDSL Loop without 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 without 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					
	4-Wire 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					
	4-Wire 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					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22					
	4-Wire Unbundled HDSL Loop without 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 without 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 without outside dispatch			UDL	UREWO		102.11	49.74							
2-WIRE Unbundled COPPER LOOP															
	2-Wire 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					
	2-Wire 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					
	2 Wire 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					
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12					
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12					
	2-Wire Unbundled Copper Loop-Designed without 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 without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47							

NETWORK ELEMENTS & OTHER SERVICES - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4-WIRE COPPER LOOP														
		4-Wire 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					
		4-Wire 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					
		4-Wire 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					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22					
		4-Wire Copper Loop-Designed without 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 without outside dispatch			UCL	UREWO		97.21	42.47							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
					UEA, UDN, UAL, UHL, UDL	OCOSL										
		Order Coordination for Specified Conversion Time (per LSR)						23.02								
LOOP MODIFICATION																
					UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop														
		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							
					UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop														
SUB-LOOPS																
		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 Pair 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 Pair Panel Set-Up	I		UEANL	USBSD		38.65								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade 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 pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade 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 pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 2-Wire 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 pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60					

NETWORK ELEMENTS & OTHER SERVICES - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			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							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26					
		2 Wire 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 pair			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 pair			UEF	USBMC		9.00	9.00							
		Loop Tagging Service Level 1, 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 Pair			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 - 2 W			UENTW	UNDC2		7.63	7.63							
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63							
UNE OTHER, PROVISIONING ONLY - NO RATE																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate				UNECN	0.00	0.00								
		NID - Dispatch and Service Order for NID installation				UENTW	UNDBX	0.00	0.00							
		UNTW Circuit Establishment, Provisioning Only - No Rate				UENTW	UENCE	0.00	0.00							
LOOP MAKE-UP																
		Loop Makeup - Preordering Without 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 Without 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")																
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	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					

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-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 (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 (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 - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			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 mile per month			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 Usage Surrogate, per link per LATA			UDB	STU56	694.32										

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected					UDB	CCAPO		46.03	46.03	46.03	46.03					
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								93.55	93.55	12.71	12.71					
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																		
		2-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81					
		2-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81					
		2-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81					
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month					UNCVX	1L5XX	0.0091									
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		8.98	8.98	8.98	8.98					
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																		
		4-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81					
		4-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81					
		4-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month					UNCVX	1L5XX	0.0091									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC		8.98	8.98	8.98	8.98					
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																		
		4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81					
		4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81					
		4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0091									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month					UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	8.98	8.98					
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																		
		4-wire 64 kbps Local Loop in Combination - Zone 1				1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81					
		4-wire 64 kbps Local Loop in Combination - Zone 2				2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81					
		4-wire 64 kbps Local Loop in Combination - Zone 3				3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0091									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month					UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	8.98	8.98					
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		
		First 4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81					
		First 4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81					
		First 4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81					
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month					UNCDX	1L5XX	0.0091									
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month					UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC		8.98	8.98	8.98	8.98					
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		

NETWORK ELEMENTS & OTHER SERVICES - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0091										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
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)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
MULTIPLXERS																
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	10.07	7.08	0.00	0.00						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	10.07	7.08	0.00	0.00						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08	0.00	0.00						
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		270.08	47.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
	NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		17.97	17.97								
	NRC - Transfer of Ownership per circuit Project Management (15 + circuits)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.29	2.29								
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring 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 Web site: 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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (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.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			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, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNDX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.51	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.85	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.97	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.51	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.85	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.97	40.02	9.99	5.61	1.72						

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	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 Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		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															
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40	0.00	0.00						
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40	0.00	0.00						
	2 Wire Unbundled Copper Loop Non-Designed- Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40	0.00	0.00						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Manual Order Coordination 2 Wire 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 Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	11.57	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	16.95	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.08	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.57	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	16.95	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.08	79.85	24.65	18.92	7.87						
	CLEC to CLEC Conversion Charge without 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															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	17.80	93.01	28.17	19.52	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	21.68	93.01	28.17	19.52	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	30.25	93.01	28.17	19.52	8.12						
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						

NETWORK ELEMENTS & OTHER SERVICES - Georgia													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC		RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00					
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		44.69	29.29							
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00					
		2 Wire 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					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00					
		2 Wire Unbundled HDSL Loop without 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 without 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					
		4-Wire 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					
		4-Wire 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					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00					
		CLEC to CLEC Conversion Charge without 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 without outside dispatc h			UDL	UREWO		101.95	49.66							
		2-WIRE Unbundled COPPER LOOP														
		2-Wire 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					
		2-Wire 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					
		2 Wire 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					
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00					
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00					
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00					

NETWORK ELEMENTS & OTHER SERVICES - Georgia													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		44.69	31.55							
		4-WIRE COPPER LOOP														
		4-Wire 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					
		4-Wire 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					
		4-Wire 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					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00					
		4-Wire Copper Loop-Designed without 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 without 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, UHL, UDL	OCOSL		57.79								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair 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 Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91								
SUB-LOOPS																
		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 Pair 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 Pair Panel Set-Up			UEANL	USBSD		51.61								
		Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.61	28.46	3.85	2.20	0.01					
		Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.67	31.07	4.79	2.27	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.52	28.46	3.85	2.20	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10.18	28.46	3.85	2.20	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19.51	28.46	3.85	2.20	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	5.93	31.07	4.79	2.27	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.71	31.07	4.79	2.27	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade 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 pair			UEANL	USBMC		18.92	18.92							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.61	28.46	3.85	2.20	0.01					

NETWORK ELEMENTS & OTHER SERVICES - Georgia												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.92	18.92							
		Sub-Loop 4-Wire 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 pair			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							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.94	28.46	3.85	2.20	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.51	28.46	3.85	2.20	0.01					
		2 Wire 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 pair			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 pair			UEF	USBMC		18.92	18.92							
		Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed 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 Pair			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 - 2 W	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																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate			UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Establishment, Provisioning Only - No Rate	I		UENTW	UENCE	0.00	0.00								
LOOP MAKE-UP																
		Loop Makeup - Preordering Without 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							
		Loop Makeup--With or Without 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 UL SCT																
**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	131.00	0.00	0.00	0.00	0.00					

NETWORK ELEMENTS & OTHER SERVICES - Georgia											Attachment: 2		Exhibit: A				
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				</													

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, Establishment or Change, per STP affected					UDB	CCAPO	28.15	28.15	33.32	33.32						
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch							102.19	61.15	12.68	6.34						
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																		
		2-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86					
		2-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86					
		2-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86					
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month					UNCVX	1L5XX	0.0057									
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV2	12.87	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC	5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																		
		4-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86					
		4-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86					
		4-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month					UNCVX	1L5XX	0.0057									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV4	10.78	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC	5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																		
		4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86					
		4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86					
		4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0057									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month					UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC	5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																		
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1				1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2				2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3				3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0057									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month					UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC	5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		
		First 4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86					
		First 4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86					
		First 4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86					
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month					UNCDX	1L5XX	0.0057									
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month					UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC	5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
		First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0057										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			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)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.70	5.70	6.61	6.61						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
MULTIPLEXERS																	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	0.9963	11.98	11.39	6.61	6.61						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9963	11.98	11.39	6.61	6.61						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	1.66	15.81	11.39	6.61	6.61						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.66	15.81	11.39	6.61	6.61						
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.4689	11.98	11.39	6.61	6.61						
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4689	11.98	11.39	6.61	6.61						
Service Rearrangements																	
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.92	47.10								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
		NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.64	1.64								
		NRC - Transfer of Ownership per circuit Project Management (15 + circuits)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.32	2.32								
LNP Query Service																	
		LNP Charge Per query					0.0008034										
		LNP Service Establishment Manual						12.49		11.09							
		LNP Service Provisioning with Point Code Establishment						574.87	293.68	251.47	184.91						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

NETWORK ELEMENTS & OTHER SERVICES - Kentucky

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of acombination 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) - "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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (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, 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									
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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.56	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		15.34	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		31.11	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.56	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		15.34	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		31.11	46.66	22.57	26.65	7.65					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								

NETWORK ELEMENTS & OTHER SERVICES - Kentucky											Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	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 Without 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														
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88							
	Manual Order Coordination 2 Wire 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 Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43							
	UNBUNDLED EXCHANGE ACCESS LOOP														
	2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88					
	CLEC to CLEC Conversion Charge without 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														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66					
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36							
	2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83					
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83					
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83					
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16							
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54					

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without 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 without 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						
	4-Wire 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						
	4-Wire 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						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without 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 without 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 without outside dispatch			UDL	UREWO		102.13	49.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire 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						
	2-Wire 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						
	2 Wire 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						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without 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 without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WIRE COPPER LOOP															
		4-Wire 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						
		4-Wire 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						
		4-Wire 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						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without 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 without 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 - 2 Wire pair 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 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 Pair 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 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade 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 pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade 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 pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire 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 pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						

NETWORK ELEMENTS & OTHER SERVICES - Kentucky											Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			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							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90					
	2 Wire 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 pair			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 pair			UEF	USBMC		9.00	9.00							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	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 Pair			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 - 2 W			UENTW	UNDC2		8.56	8.56							
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56							
UNE OTHER, PROVISIONING ONLY - NO RATE															
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00								
	Unbundled Contact Name, Provisioning Only - no rate			UENTW	UNDBX	0.00	0.00								
	NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00								
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW											
LOOP MAKE-UP															
	Loop Makeup - Preordering Without 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 Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67							
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	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					

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-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 (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 (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 - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			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 mile per month			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 Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		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						

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								93.53	93.53	15.58	15.58					
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																		
		2-WireVG Loop in combination - Zone 1					1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84				
		2-WireVG Loop in combination - Zone 2					2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84				
		2-WireVG Loop in combination - Zone 3					3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84				
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month						UNCVX	1L5XX	0.01								
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month						UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42				
		Nonrecurring 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																		
		4-WireVG Loop in combination - Zone 1					1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84				
		4-WireVG Loop in combination - Zone 2					2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84				
		4-WireVG Loop in combination - Zone 3					3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84				
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month						UNCVX	1L5XX	0.01								
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month						UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42				
		Nonrecurring 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																		
		4-wire 56 kbps Local Loop in combination - Zone 1					1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84				
		4-wire 56 kbps Local Loop in combination - Zone 2					2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84				
		4-wire 56 kbps Local Loop in combination - Zone 3					3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month						UNCDX	1L5XX	0.01								
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month						UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42				
		Nonrecurring 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																		
		4-wire 64 kbps Local Loop in Combination - Zone 1					1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84				
		4-wire 64 kbps Local Loop in Combination - Zone 2					2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84				
		4-wire 64 kbps Local Loop in Combination - Zone 3					3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month						UNCDX	1L5XX	0.01								
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month						UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42				
		Nonrecurring 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 4-wire 56 kbps Local Loop in combination - Zone 1					1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84				
		First 4-wire 56 kbps Local Loop in combination - Zone 2					2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84				
		First 4-wire 56 kbps Local Loop in combination - Zone 3					3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84				
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month						UNCDX	1L5XX	0.01								
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month						UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42				
		Nonrecurring 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 4-wire 64 kbps Local Loop in combination - Zone 1					1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84				
		First 4-wire 64 kbps Local Loop in combination - Zone 2					2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84				

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring 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-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)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
MULTIPLEXERS																	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.32	10.07	7.08								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	10.07	7.08								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	2.84	10.07	7.08								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	10.07	7.08								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.6228	10.07	7.08								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	10.07	7.08								
Service Rearrangements																	
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.66	47.05								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
		NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.63	1.63								
		NRC - Transfer of Ownership per circuit Project Management (15 + circuits)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.30	2.30								
LNP Query Service																	
		LNP Charge Per query					0.0008695										
		LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
		LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring 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 Web site: 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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		14.94	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.39	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.72	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		14.94	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.39	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		26.72	37.92	17.62	23.56	5.32					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								

NETWORK ELEMENTS & OTHER SERVICES - South Carolina

CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
								Rec	Nonrecurring	Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
						UEANL	URET1		34.23	0.00						
						UEANL	URETA		19.90	19.90						
						UEANL	UREWO		15.81	8.96						
						UEANL	UEANM		13.47	13.47						
						UEANL	UEAMC		8.17	8.17						
						UEANL	OCOSL		18.13	18.13						
						</										

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without 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 without 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						
	4-Wire 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						
	4-Wire 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						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without 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 without 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 without outside dispatch			UDL	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire 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						
	2-Wire 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						
	2 Wire 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						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without 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 without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)						
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4-WIRE COPPER LOOP																	
		4-Wire 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					
		4-Wire 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					
		4-Wire 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					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1					1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2					2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38					
		4-Wire Copper Loop-Designed without 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 without 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 - 2 Wire pair 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 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 Pair 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 Pair Panel Set-Up				I		UEANL	USBSD		55.58	55.58							
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1				I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2				I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade 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 pair						UEANL	USBMC		8.17	8.17							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1					1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2					2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade 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 pair						UEANL	USBMC		8.17	8.17							
		Sub-Loop 2-Wire 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 pair						UEANL	USBMC		8.17	8.17							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)				I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09					

NETWORK ELEMENTS & OTHER SERVICES - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			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							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71					
		2 Wire 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 pair			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 pair			UEF	USBMC		8.17	8.17							
		Loop Tagging Service Level 1, 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 Pair			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 - 2 W			UENTW	UNDC2		5.92	5.92							
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92							
UNE OTHER, PROVISIONING ONLY - NO RATE																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate				UNECN	0.00	0.00								
		NID - Dispatch and Service Order for NID installation				UENTW	UNDBX	0.00	0.00							
		UNTW Circuit Establishment, Provisioning Only - No Rate				UENTW	UENCE	0.00	0.00							
LOOP MAKE-UP																
		Loop Makeup - Preordering Without 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 Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34							
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	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					

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-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 (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 (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 - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			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 mile per month			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 Usage Surrogate, per link per LATA			UDB	STU56	791.37										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65						

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected								29.08	29.08	35.65	35.65					
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								84.89	84.89	14.14	14.14					
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																		
		2-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61					
		2-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61					
		2-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61					
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month					UNCVX	1L5XX	0.0134									
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91					
		Nonrecurring 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																		
		4-WireVG Loop in combination - Zone 1				1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61					
		4-WireVG Loop in combination - Zone 2				2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61					
		4-WireVG Loop in combination - Zone 3				3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month					UNCVX	1L5XX	0.0134									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCVX	UNCCC	5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																		
		4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
		4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
		4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0134									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month					UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91					
		Nonrecurring 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 64 KBPS INTEROFFICE TRANSPORT																		
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1				1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2				2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61					
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3				3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month					UNCDX	1L5XX	0.0134									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month					UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNCDX	UNCCC	5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																		
		First 4-wire 56 kbps Local Loop in combination - Zone 1				1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
		First 4-wire 56 kbps Local Loop in combination - Zone 2				2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
		First 4-wire 56 kbps Local Loop in combination - Zone 3				3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month					UNCDX	1L5XX	0.0134									
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month					UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91					
		Nonrecurring 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																		

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
		Nonrecurring 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-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)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
MULTIPLXERS																	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.19	6.59	4.73								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	2.56	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
Service Rearrangements																	
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.90	47.10								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
		NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.63	1.63								
		NRC - Transfer of Ownership per circuit Project Management (15 + circuits)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.30	2.30								
LNP Query Service																	
		LNP Charge Per query					0.0008837										
		LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
		LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

NETWORK ELEMENTS & OTHER SERVICES - 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		Nonrecurring 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 Web site: 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 contract established in each of the 9 states.																
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 ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		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												
	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																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		11.74	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		17.59	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		29.37	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		11.74	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		17.59	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		29.37	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88					0.00	0.00	0.00	0.00
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00					0.00	0.00	0.00	0.00

NETWORK ELEMENTS & OTHER SERVICES - Tennessee

CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Testing - Basic Additional Half Hour				UEANL	URETA		37.44	37.44					0.00	0.00	0.00
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)				UEANL	UREWO		15.80	8.95					20.35	10.54	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
		Manual Order Coordination for UVL-SL1s (per loop)				UEANL	UEAMC		36.52	36.52					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
		2-WIRE Unbundled COPPER LOOP															
		2-Wire 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
		2 Wire 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
		2 Wire 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
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEQ	URETL		8.95	0.88					20.35	10.54	13.32
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)				UEQ	USBMC		36.52	36.52					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
		Loop Testing - Basic 1st Half Hour				UEQ	URET1		57.67	0.00					20.35	10.54	13.32
		Loop Testing - Basic Additional Half Hour				UEQ	URETA		37.44	37.44					20.35	10.54	13.32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)				UEQ	UREWO		14.29	7.44					20.35	10.54	13.32
		UNBUNDLED EXCHANGE ACCESS LOOP															
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 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
		2-Wire Analog Voice Grade Loop - Service Level 2 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
		2-Wire Analog Voice Grade Loop - Service Level 2 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
		2-Wire Analog Voice Grade Loop - Service Level 2 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
		2-Wire Analog Voice Grade Loop - Service Level 2 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
		CLEC to CLEC Conversion Charge without outside dispatch				UEA	UREWO		75.06	36.41					20.35	10.54	13.32
		Loop Tagging - Service Level 2 (SL2)				UEA	URETL		11.23	1.10					20.35	10.54	13.32
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4		21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4		32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4		54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32
		CLEC to CLEC Conversion Charge without outside dispatch				UEA	UREWO		75.06	36.41					20.35	10.54	13.32
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire 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
		2-Wire 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
		2-Wire 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
		CLEC to CLEC Conversion Charge without outside dispatch				UDN	UREWO		91.77	44.22					20.35	10.54	13.32
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X		12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32
		2 Wire 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
		2 Wire 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
		2 Wire Unbundled ADSL Loop without 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
		2 Wire Unbundled ADSL Loop without 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

NETWORK ELEMENTS & OTHER SERVICES - 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	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)						
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - 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 without 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																	
		2 Wire 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
		2 Wire 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
		2 Wire 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
		2 Wire Unbundled HDSL Loop without 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
		2 Wire Unbundled HDSL Loop without 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
		2 Wire Unbundled HDSL Loop without 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 without 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
		4-Wire 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
		4-Wire 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
		4-Wire Unbundled HDSL Loop without 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
		4-Wire Unbundled HDSL Loop without 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
		4-Wire Unbundled HDSL Loop without 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 without 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 without outside dispatch						UDL	UREWO		102.28	49.82				20.35	10.54	13.32	13.32
		2-WIRE Unbundled COPPER LOOP																	
		2-Wire 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
		2-Wire 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
		2 Wire 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
		2-Wire Unbundled Copper Loop-Designed without 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
		2-Wire Unbundled Copper Loop-Designed without 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
		2-Wire Unbundled Copper Loop-Designed without 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 without outside dispatch (UCL-Des)				I		UCL	UREWO		31.99	20.02				20.35	10.54	13.32	13.32
		4-WIRE COPPER LOOP																	

NETWORK ELEMENTS & OTHER SERVICES - 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	Add'l	Nonrecurring	Disconnect			OSS Rates(\$)			
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire 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
		4-Wire 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
		4-Wire 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
		4-Wire Copper Loop-Designed without 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
		4-Wire Copper Loop-Designed without 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
		4-Wire Copper Loop-Designed without 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 without 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 - 2 Wire pair 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 Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32
SUB-LOOPS																	
		Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00					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	0.00
		2 Wire 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	13.32

NETWORK ELEMENTS & OTHER SERVICES - 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	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire 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	13.32
	2 Wire 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	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29					0.00	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	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	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	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88					0.00	0.00	0.00	0.00
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00					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	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	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	13.32
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74					20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	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	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	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			UENTW	UNDBX	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	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 Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76					0.00	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	0.00
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	UMKMQ		0.76	0.76					0.00	0.00	0.00	0.00
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	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 (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

NETWORK ELEMENTS & OTHER SERVICES - 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	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	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 (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 - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - 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- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0174											
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174											
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - 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 mile per month			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 mile per month			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	
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30											
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00	
	SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60					20.35	20.35	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																
	2-WireVG 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	
	2-WireVG 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	

NETWORK ELEMENTS & OTHER SERVICES - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WireVG 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 - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
	4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
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.																

NETWORK ELEMENTS & OTHER SERVICES - 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	Add'l		Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN		
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																				
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG						UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps						UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop						UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUD	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop						UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUB	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop						UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUC	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
Service Rearrangements																				
		NRC - Change in Facility Assignment per circuit Service Rearrangement				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		270.55	47.21					45.68	1.76	0.00	0.00
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28					45.68	1.76	0.00	0.00
		NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)				i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.53	1.53					45.68	1.76	0.00	0.00
		NRC - Transfer of Ownership per circuit Project Management (15 + circuits)				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.19	2.19					45.68	1.76	0.00	0.00
LNP Query Service																				
		LNP Charge Per query								0.0009277										
		LNP Service Establishment Manual									23.60	13.83	23.60	12.71						
		LNP Service Provisioning with Point Code Establishment									1,119.00	571.71	1,119.00	571.71						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																				

Attachment 3
Network Interconnection

TABLE OF CONTENTS

1. GENERAL.....	3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)	3
3. NETWORK INTERCONNECTION.....	5
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES	7
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	14
6. LOCAL DIALING PARITY.....	18
7. INTERCONNECTION COMPENSATION	18
8. FRAME RELAY SERVICE INTERCONNECTION.....	24
9. ORDERING CHARGES	27
10 BASIC 911 AND E911 INTERCONNECTION	27
Rates	Exhibit A
Basic Architecture	Exhibit B
One Way Architecture	Exhibit C
Two Way Architecture	Exhibit D
Supergroup Architecture	Exhibit E

NETWORK INTERCONNECTION

1. GENERAL

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

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

For purposes of this attachment only, the following terms shall have the definitions set forth below; capitalized terms used but not otherwise defined in this Attachment have the meanings set forth in the General Terms and Conditions:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.
- 2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.8 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Knology.
- 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 Knology.
- 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 Knology'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 Knology's.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Knology 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 (or waive pursuant to a bill and keep arrangement charges due to) 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. Existing IPs are located at the following locations: Augusta, GA; Columbus, GA; Panama City, FL; Montgomery, AL; Huntsville, AL; Charleston, SC and Knoxville, TN. For all future IPs, Knology shall establish an IP at each BellSouth access tandem in the LATA to which Knology intends to serve and exchange traffic with BellSouth. 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 Except as otherwise provided in Section 3.2.2 preceding, when first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation

space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** In lieu of providing facilities on its side of the IP, 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 the terminating Party's applicable Commission Filed and Approved access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of the IP, 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 the terminating Party's applicable Commission Filed and Approved access tariff rates.

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

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Knology elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Knology 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, Knology'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 Knology 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 Knology, BellSouth shall allow Knology access to the fusion splice point for the Fiber Meet point for maintenance purposes on Knology'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. Knology shall be billed for a mixed use of the Local Channel using the actual traffic Knology 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 Parties' applicable Commission Filed and Approved access service tariffs.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Knology shall establish interconnecting trunk groups and trunk group configurations between networks, using facilities that each Party (at its option) may self-provision, may purchase from the other Party or from a third party, 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 Knology shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Knology's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Knology 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 Knology has established interconnection trunk groups, Knology shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Knology shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Knology has homed (i.e. assigned) its NPA/NXXs. Knology 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. Knology 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 Knology's NXX access tandem homing arrangement as specified by Knology in the LERG.
- 4.4 Any Knology interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Knology from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Knology 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 Knology 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 Except as provided in Sections 3.2.2 and 7.1.4, 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. Knology 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 Knology is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Knology's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

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

4.10.1 **BellSouth Access Tandem Interconnection**

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

4.10.1.1 **Basic Architecture**

In the basic architecture, Knology'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 Knology and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Knology and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Knology desires to exchange traffic. This trunk group also carries Knology 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 Knology. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Knology-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 Knology End-Users. A two-way trunk group provides Intratandem Access for Knology's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Knology and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Knology desires to exchange traffic. This trunk group also carries Knology 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 Knology. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Knology and BellSouth. In addition, a separate two-way transit trunk group must be established for Knology's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Knology and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Knology desires to exchange traffic. This trunk group also carries Knology 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 Knology. However, where Knology is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Knology's Transit Traffic are exchanged on a single two-way trunk group between Knology and BellSouth to provide Intratandem Access to Knology. This trunk group carries Transit Traffic between Knology and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network

providers with which Knology desires to exchange traffic. This trunk group also carries Knology 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 Knology. However, where Knology is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

- 4.10.1.5.1 Where Knology does not choose to implement its own access tandem physical interconnection arrangements at every BellSouth access tandem within a LATA, Knology may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Knology 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 Knology's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Knology must also establish an interconnection trunk group(s) at all BellSouth access tandems where Knology NXXs are homed as described in Section 4.2.1 above. If Knology 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, Knology may, at its option, order MTA in any BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Knology's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Knology does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 4.10.1.5.2 Knology may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Knology will be delivered to and from IXCs based on Knology's NXX access tandem homing arrangement as specified by Knology in the LERG.
- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

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

4.10.2 Local Tandem Interconnection

- 4.10.2.1 Local Tandem Interconnection arrangement allows Knology to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Knology-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Knology must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Knology 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. Knology 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 Knology does not choose to establish an interconnection trunk group(s). It is Knology'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 Knology's codes. Likewise, Knology shall obtain its routing information from the LERG.
- 4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Knology must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Knology has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

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

4.10.3 Direct End Office-to-End Office Interconnection

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

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

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

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

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

4.10.4 Transit Traffic Trunk Group

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

4.10.4.1 Toll Free Traffic

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

4.10.4.1.2 Knology may choose to perform its own Toll Free database queries from its switch. In such cases, Knology will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Knology 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, Knology will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Knology shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Knology 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 Knology's network but that are connected to BellSouth's access tandem.

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

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

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

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Knology chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Knology 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 Knology will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Knology will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, Knology 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 Knology'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, Knology-to-BellSouth one-way trunks (Knology Trunks), BellSouth-to-Knology 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 Knology 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, Knology shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Knology shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.8 **Trunk Utilization**
- 5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Knology 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 Knology 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 Knology 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 Knology interface. Knology 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

Knology expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Knology 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 Knology. The due date of these orders will be four weeks after Knology 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 Knology 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 Knology shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.8.3.1 BellSouth's LISC will notify Knology 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 Knology interface. Knology 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 Knology expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Knology to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Knology will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Knology was first notified in writing of the underutilization of the trunk groups.
- 5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

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

7. INTERCONNECTION COMPENSATION

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

- 7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 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 General Subscriber Service tariff. 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 Knology agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Knology 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 Knology further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Knology 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 The Parties shall discharge their reciprocal compensation obligations pursuant to 47 USC Section 251(b)(5), which, with the exception of multiplexing, shall be subject to the bill and keep compensation plan (as described in this Section herein) under which neither Party will charge the other Party (i) for call transport and

termination compensation for Local Traffic and ISP-Bound Traffic between the Parties, or (ii) recurring or nonrecurring charges associated with trunks and facilities for the exchange of Local Traffic and ISP-bound Traffic. For purposes of this Agreement, a "Bill and Keep" compensation plan refers to the Parties' mutual waiver of any and all transport and termination charges customarily recovered from one another (pursuant to 47 U.S.C. Section 251(b)(5) for the exchange of Local Traffic and ISP-bound Traffic, between the Parties. Such waived charges include all recurring and non-recurring charges such as (i) transport charges to and from the access tandem or end office at where Knology has an IP, (ii) call completion charges (including end office switching), and (iii) trunks and associated facilities charges for facilities connecting the Parties' networks (as of the Effective Date at the locations described at Section 3.2.2 foregoing) on the respective sides of the physical IP. The Bill and Keep compensation plan does not apply to charges (i) for access traffic, other toll traffic, and transit traffic between the Parties, (ii) multiplexing, (iii) for dedicated transport and applicable charges pursuant to an MTA arrangement (described in Section 4.10.1.5 above), or (iv) (unless otherwise agreed by the Parties) for facilities' charges at future IP connections at locations other than those set forth at Section 3.2.2 above.

- 7.1.4.1. As designated on the spreadsheet attached to this Attachment 3 as "Exhibit A," the charges designated with a "bk" and which are subject to the Percent Local Facility ("PLF") and Percent Local Usage ("PLU") Factors are to be applied in accordance with the Bill and Keep Compensation provisions of this Section 7.1.4. Charges that are 1) not designated with a "bk" on the spreadsheet, or 2) charges that are not subject to PLF and PLU Factors are not subject to the Bill and Keep Compensation provisions of this Section 7.1.4. All rate elements not listed in the spreadsheet are subject to future inclusion in this Agreement, subject to mutual agreement by the Parties consistent with the terms of this Agreement.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Commission Filed and Approved 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 interexchange carrier or if one Party's End User uses the

other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Commission Filed and Approved Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.8 If Knology assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Knology End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Knology customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Knology agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Knology at BellSouth's switched access tariff rates.

7.2 If Knology does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Knology 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 Knology can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

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

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Knology. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.
- 7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Knology shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 7.4 **Compensation for 8XX Traffic**
- 7.4.1 **Compensation for 8XX Traffic.** Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Knology 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 Knology requires interconnection from Knology 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. Knology shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Knology desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
- 7.5.1 Switched Access Traffic. 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 Knology as their presubscribed interexchange carrier, or if the BellSouth End User uses Knology as an interexchange carrier on a 101XXXX basis, BellSouth will charge Knology 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 the terminating Party's Commission Filed and Approved Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.5.4 When Knology's end office switch provides an access service connection to or from an interexchange carrier (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 Knology as the Party providing the end office function. Knology acknowledges that, as of the Effective Date, they are in the process of implementing the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. BellSouth 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 Knology'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 Knology, 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 Knology agrees not to deliver switched access traffic to BellSouth for termination except over Knology ordered switched access trunks and facilities.

7.6 **Transit Traffic**

- 7.6.1 BellSouth shall provide tandem switching and transport services for Knology'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. BellSouth's billing to Knology associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Knology and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Knology 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 Knology 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 Knology. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Knology shall reimburse BellSouth for such costs, subject to BellSouth's delivery of detailed documentation identifying (and reasonably sufficient to validate BellSouth's invoice for) same. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section pursuant to current industry standards.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Knology'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 Knology is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Knology 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 General Subscriber Service Tariff except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Knology 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, Knology 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 Knology 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 Knology 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. Knology will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Knology'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 Knology will pay, the total nonrecurring and recurring charges for the NNI port. Knology will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Knology'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 Knology 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 Knology orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Knology Frame Relay switch, BellSouth will invoice, and Knology will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Knology Frame Relay switches. If the VC is a Local VC, Knology 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 Knology for the PVC segment.
 - 8.9.2 If BellSouth orders a Local VC connection between a Knology subscriber's PVC segment and a PVC segment from the Knology Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Knology will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Knology Frame Relay switches. If the VC is a Local VC, Knology 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 Knology 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 Knology requests a change, BellSouth will invoice and Knology will pay a Feature Change charge for each affected PVC segment.
 - 8.9.4.1 If BellSouth requests a change to a Local VC, Knology 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 Knology will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

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

10 BASIC 911 AND E911 INTERCONNECTION

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. BellSouth will provide to Knology 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. Knology 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. Knology will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, Knology will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. Knology 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. Knology will be required to provide BellSouth daily updates to the E911 database. Knology 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, Knology 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. Knology 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 Knology for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition Knology 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.

Exhibit B

Basic Architecture

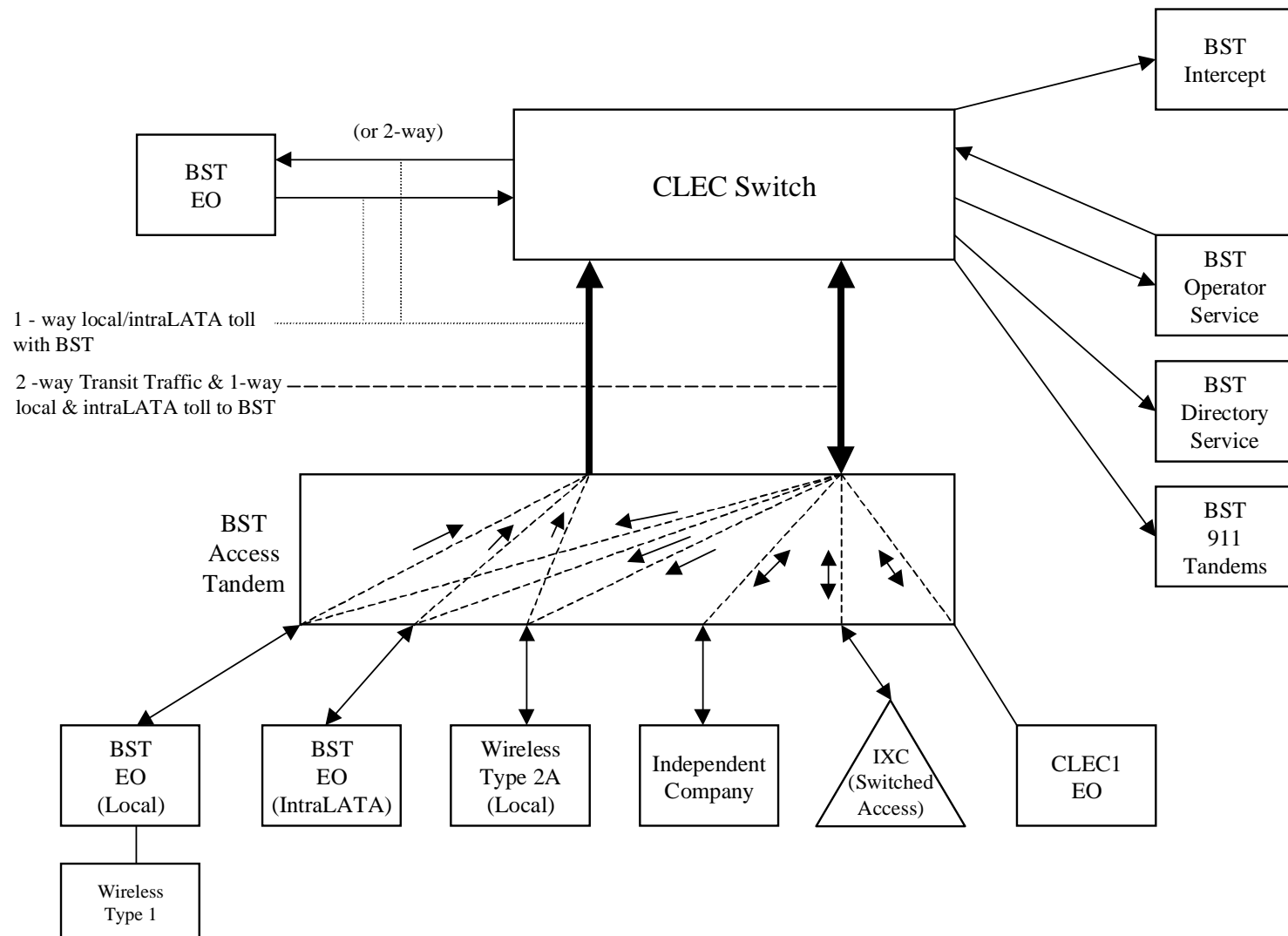


Exhibit C

One-Way Architecture

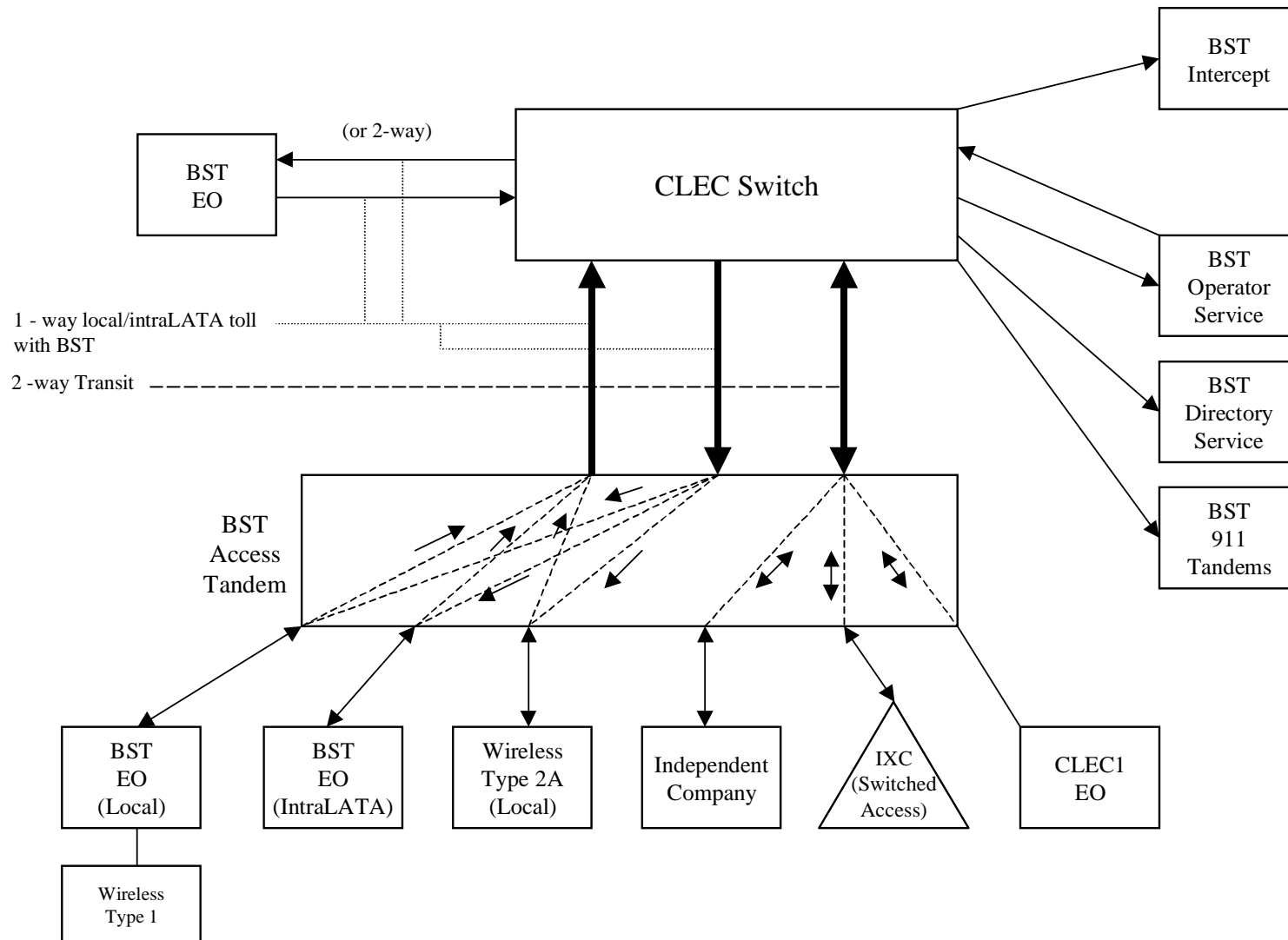


Exhibit D

Two-Way Architecture

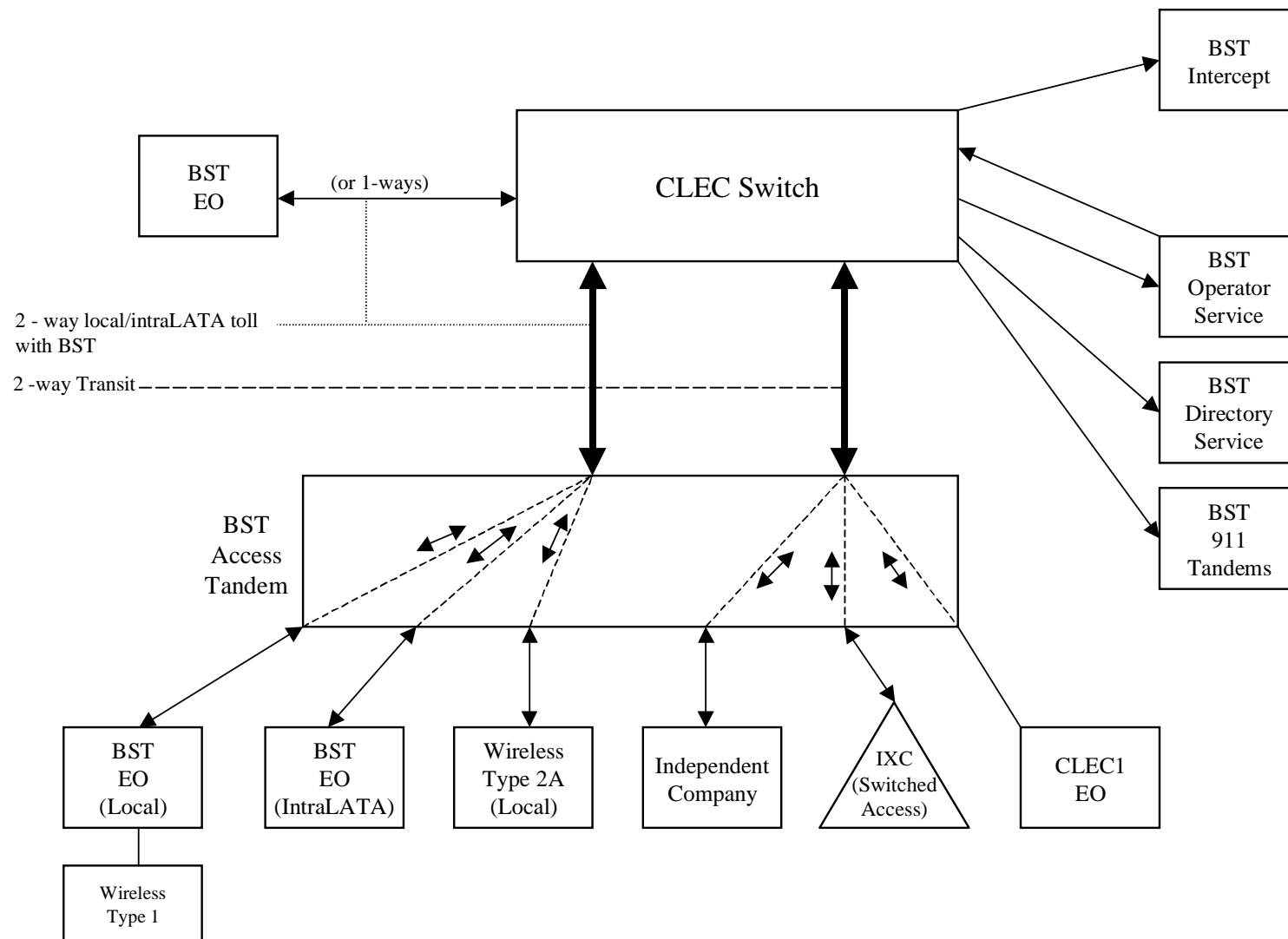
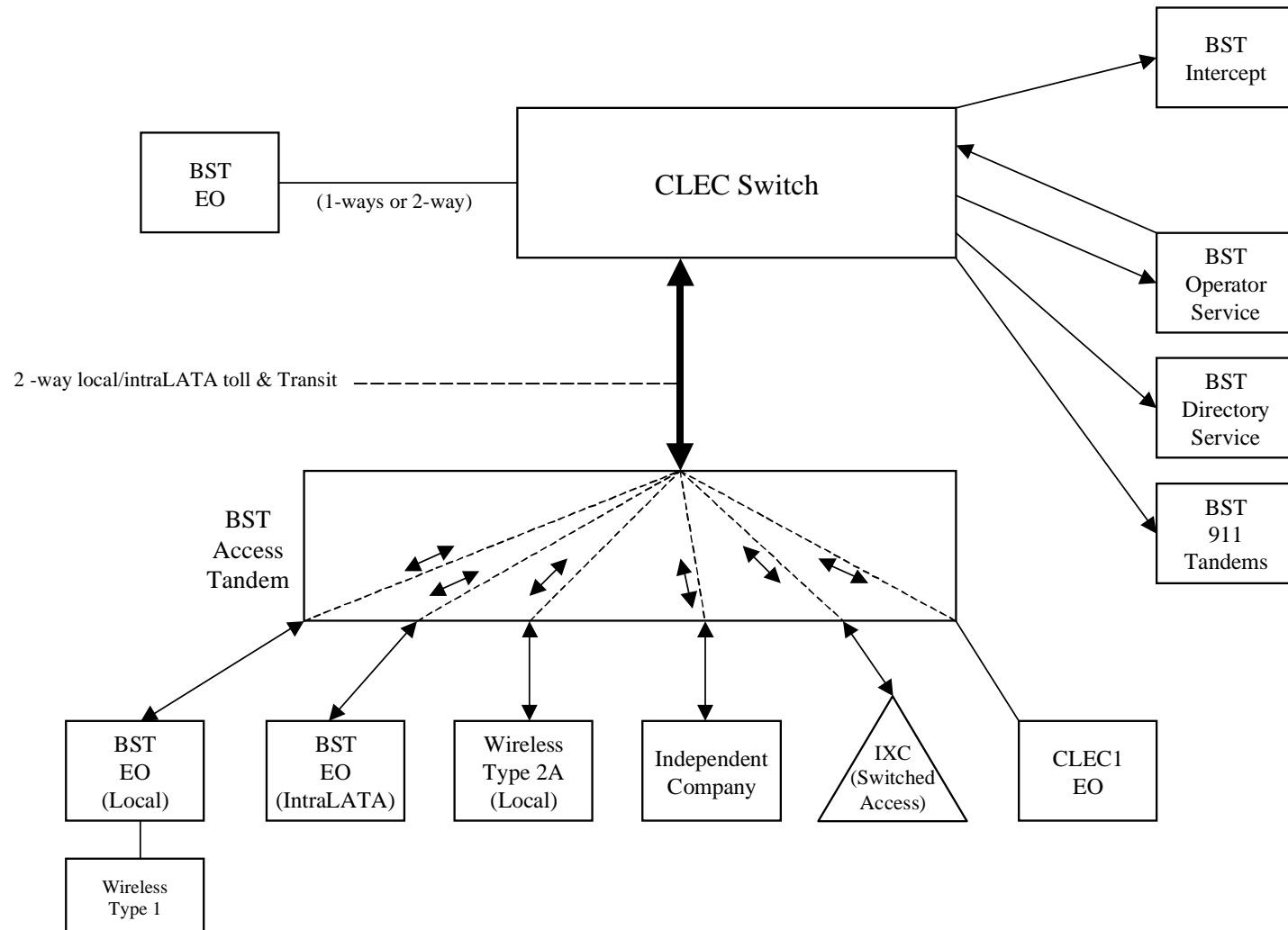


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
		Tandem Switching Function Per MOU					0.0004980bk									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000498									
		Tandem Intermediary Charge, per MOU*					0.0025									
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56bk	8.12bk							
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56bk	8.12bk							
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU					0.0000023bk									
		Common Transport - Facilities Termination Per MOU					0.0003224bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838bk									
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13bk	40.54bk	27.41bk	16.74bk	6.9bk					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838bk									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.9bk					
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838bk									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.9bk					
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18bk									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16bk	89.27bk	81.81bk	16.35bk	14.44bk					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09bk									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52bk	278.75bk	162.76bk	60.2bk	58.46bk					
	LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97bk	193.1bk	33.17bk	36.64bk	3.2bk					
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93bk	193.53bk	33.6bk	37.11bk	3.67bk					
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76bk	177.47bk	153.72bk	22.19bk	15.26bk					
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54bk	451.52bk	263.94bk	119.49bk	83.58bk					
	LOCAL INTERCONNECTION MID-SPAN MEET															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
	MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79					
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63					
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
							0.0006019bk										
							0.0006019										
							0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
						OHD	TPP6X		21.73bk	8.19bk							
						OHD	TPP9X		21.73bk	8.19bk							
						OHD	TDEOP	0.00									
						OH1 OH1MS	TDE1P	0.00									
						OHD	TDWOP	0.00									
						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
							0.0000035bk										
							0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
						OHM	1L5NF	0.0091bk									
						OHM	1L5NF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk					
						OHM	1L5NK	0.0091bk									
						OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
						OHM	1L5NK	0.0091bk									
						OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
						OH1, OH1MS	1L5NL	0.1856bk									
						OH1, OH1MS	1L5NL	88.44bk	105.54bk	98.47bk	21.47bk	19.05bk					
						OH3, OH3MS	1L5NM	3.87bk									
						OH3, OH3MS	1L5NM	1071bk	335.46bk	219.28bk	72.03bk	70.56bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																	
						OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4bk					
						OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk					
						OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.3bk	16.95bk					
						OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk					
LOCAL INTERCONNECTION MID-SPAN MEET																	
						OH1MS	TEFHG	0.00	0.00								
						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																	
						OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					
						OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
						OH1, OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Georgia											Attachment: 3		Exhibit: A				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU					0.0004086bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004086										
		Tandem Intermediary Charge, per MOU*					0.0025										
		* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53bk	8.11bk								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53bk	8.11bk								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
		** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU					0.0000027bk										
		Common Transport - Facilities Termination Per MOU					0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057bk										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87bk	48.455bk	19.48bk	16.575bk	4.995bk						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057bk										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057bk										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154bk										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19bk	111.025bk	80.28bk	31.355bk	21.73bk						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53bk										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02bk	320.47bk	86.32bk	66.77bk	52.81bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74bk	121.065bk	53.295bk	46.395bk	13.365bk						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72bk	125.62bk	54.43bk	46.395bk	13.365bk						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47bk	149.46bk	111.195bk	40.355bk	26.115bk						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01bk	445.01bk	145.18bk	112.905bk	75.88bk						
LOCAL INTERCONNECTION MID-SPAN MEET																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Kentucky											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
							0.0006772bk									
							0.0006772									
							0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
						OHD	TPP6X		21.58bk	8.13bk						
						OHD	TPP9X		21.58bk	8.13bk						
						OHD	TDEOP	0.00								
						OH1 OH1MS	TDE1P	0.00								
						OHD	TDWOP	0.00								
						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
							0.0000030bk									
							0.0007466bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
						OHM	1L5NF	0.01bk								
						OHM	1L5NF	29.11bk	47.34bk	31.78bk	22.77bk	8.75bk				
						OHM	1L5NK	0.0115bk								
						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk				
						OHM	1L5NK	0.0115bk								
						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk				
						OH1, OH1MS	1L5NL	0.23bk								
						OH1, OH1MS	1L5NL	96.04bk	105.52bk	98.46bk	23.09bk	20.49bk				
						OH3, OH3MS	1L5NM	4.97bk								
						OH3, OH3MS	1L5NM	1175.15bk	335.4bk	219.24bk	89.57bk	87.75bk				
LOCAL CHANNEL - DEDICATED TRANSPORT																
						OHM	TEFV2	18.57bk	265.78bk	46.96bk	46.79bk	4.98bk				
						OHM	TEFV4	19.86bk	266.48bk	47.65bk	47.54bk	5.73bk				
						OH1	TEFHG	40.46bk	209.6bk	176.51bk	30.21bk	21.07bk				
						OH3	TEFHJ	576.05bk	551.38bk	338.08bk	173bk	120.42bk				
LOCAL INTERCONNECTION MID-SPAN MEET																
						OH1MS	TEFHG	0.00	0.00							
						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																
						OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04				
						OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59				
						OH1, OH1MS	SATCO	11.80	10.07	7.08						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina												Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
							0.0007360bk										
							0.000736										
							0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
						OHD	TPP6X		21.65bk	8.16bk							
						OHD	TPP9X		21.65bk	8.16bk							
						OHD	TDEOP	0.00									
						OH1 OH1MS	TDE1P	0.00									
						OHD	TDWOP	0.00									
						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
							0.0000045bk										
							0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
						OHM	1L5NF	0.0167bk									
						OHM	1L5NF	24.3bk	40.63bk	27.47bk	16.77bk	6.91bk					
						OHM	1L5NK	0.0167bk									
						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk					
						OHM	1L5NK	0.0167bk									
						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk					
						OH1, OH1MS	1L5NL	0.3415bk									
						OH1, OH1MS	1L5NL	77.14bk	89.47bk	81.99bk	16.39bk	14.48bk					
						OH3, OH3MS	1L5NM	8.02bk									
						OH3, OH3MS	1L5NM	880.65bk	279.37bk	163.12bk	60.33bk	58.59bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																	
						OHM	TEFV2	15.33bk	193.53bk	33.24bk	36.72bk	3.21bk					
						OHM	TEFV4	16.54bk	193.97bk	33.68bk	37.19bk	3.68bk					
						OH1	TEFHG	42.62bk	177.87bk	154.06bk	22.24bk	15.3bk					
						OH3	TEFHJ	446bk	452.52bk	264.53bk	119.75bk	83.77bk					
LOCAL INTERCONNECTION MID-SPAN MEET																	
						OH1MS	TEFHG	0.00	0.00								
						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																	
						OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81					
						OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90					
						OH1, OH1MS	SATCO	8.64	6.59	4.73							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Tennessee												Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												OSS Rates(\$)						
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
								0.0009778bk										
								0.0009778										
								0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		

Attachment 4

Central Office Collocation

CENTRAL OFFICE COLLOCATION TABLE OF CONTENTS

- 1. Scope of Attachment**
 - 1.1 BellSouth Premises**
 - 1.2. Right to Occupy**
 - 1.3. Space Allocation**
 - 1.4. Transfer of Collocation Space**
 - 1.5. Space Reclamation**
 - 1.6. Use of Space**
 - 1.7. Rates and Charges**
 - 1.8. Due Dates**
 - 1.9. Compliance**
 - 1.10. Service Coordination**
- 2. Space Availability Report**
 - 2.1. Space Availability Optional Report**
- 3. Collocation Options**
 - 3.1. Cageless Collocation**
 - 3.2. Caged Collocation**
 - 3.3. Shared Caged Collocation**
 - 3.4. Adjacent Collocation**
 - 3.5. Direct Connect**
 - 3.6. Co-Carrier Cross Connect**
- 4. Occupancy**
 - 4.1. Space Ready Notification**
 - 4.2. Acceptance Walk Through**
 - 4.3. Early Space Acceptance**
 - 4.4. Termination of Occupancy**
- 5. Use of Collocation Space**
 - 5.1. Equipment type**
 - 5.2. Terminations**
 - 5.3. Security Interest in Equipment**
 - 5.4. No Marketing**
 - 5.5. Equipment Identification**
 - 5.6. Entrance Facilities**
 - 5.7. Dual Entrance Facilities**
 - 5.8. Shared Use**
 - 5.9. Demarcation Point**
 - 5.10. Equipment and Facilities**
 - 5.11. BellSouth's Access to Collocation Space**
 - 5.12. Customer's Access**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 5.13. Interference or Impairment**
 - 5.14. Personalty and Its Removal**
 - 5.15. Alterations**
 - 5.16. Janitorial Service**
- 6. Ordering and Preparation of Collocation Space**
 - 6.1. Initial Application**
 - 6.2. Subsequent Application**
 - 6.3. Space Preferences**
 - 6.4. Space Availability Notification**
 - 6.5. Denial of Application**
 - 6.6. Petition for Waiver**
 - 6.7. Waiting List**
 - 6.8. Public Notification**
 - 6.9. Application Response**
 - 6.10. Application Modifications**
 - 6.11. Bona Fide Firm Order**
- 7. Construction and Provisioning**
 - 7.1 Construction and Provisioning Intervals**
 - 7.2. Joint Planning**
 - 7.3. Permits**
 - 7.4. Circuit Facility Assignments**
 - 7.5. Use of BellSouth Certified Supplier**
 - 7.6 Alarms and Monitoring**
 - 7.7. Virtual to Physical Relocation**
 - 7.8 Virtual to Physical Conversion (In Place)**
 - 7.9. Cancellation**
 - 7.10. Licenses**
 - 7.11. Environmental Compliance**
- 8. Rates and Charges**
 - 8.1. Payment Agreement**
 - 8.2. Application Fees**
 - 8.3. Recurring Charges**
 - 8.4. Space Preparation**
 - 8.5. Floor Space**
 - 8.6. Power**
 - 8.7. Cable Installation**
 - 8.8. Cable Records**
 - 8.9. Security Escort**
 - 8.10. Other**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 9. Insurance**
- 10. Mechanics Lien**
- 11. Inspections**
- 12. Security and Safety Requirements**
- 13. Destruction of Space**
- 14. Eminent Domain**
- 15. Nonexclusivity**

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES
EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when Knology is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Knology collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Knology to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Knology and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Knology may contemplate a request for space sufficient to accommodate Knology’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Knology may contemplate a request for space sufficient to accommodate Knology’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Knology Collocation Space that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Knology's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Knology's cost or materially delay Knology's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Knology wishes to offer, reduce

unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. Knology shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Knology has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with
- 1.5 Knology's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC. The responsibilities of Knology shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all access devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Knology.
 - 1.5.1 The transfer of collocation space and any services associated with the Collocation Space shall be pursuant to separately negotiated rates, terms and conditions.
- 1.6 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Knology will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
 - 1.5.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from Knology any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year (eighteen (18) months in Florida) planning period. The term "efficiently used" shall mean that substantially all of the floor space is taken up by Knology's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house Knology's equipment and/or facilities for collocation purposes. Knology will have one hundred eighty (180) calendar days from receipt of notice by BellSouth

to Knology of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

- 1.7 Use of Space. Knology shall use the Collocation Space for the purpose of installing, maintaining and operating Knology's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Knology may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.8 Rates and Charges. Knology agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.9 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 25 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from Knology and at Knology's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Knology.
- 2.1.1 The request from Knology for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code

of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Knology and inform Knology of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Knology to collocate Knology's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Knology to have direct access to Knology's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where Knology's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Knology must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At Knology's expense, Knology will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications (hereinafter referred to as Specifications) prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Knology and Knology's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Knology's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Knology and provide, at Knology's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Knology's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Knology's BellSouth Certified Supplier shall bill Knology directly for all work performed for Knology. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by

Knology's BellSouth Certified Supplier. Knology must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Knology's locked enclosure prior to notifying Knology at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Knology.

- 3.2.1 BellSouth may elect to review Knology's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Knology of its desire to execute this review in BellSouth's response to the Initial Application, if Knology has indicated its desire to construct its own enclosure. If Knology's Initial Application does not indicate its desire to construct its own enclosure and Knology subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.10 of this Attachment, then Knology will resubmit its application, indicating its desire to construct its own enclosure. If Knology subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Knology will submit a Subsequent Application, as defined in Section 6.3 of this Attachment. If BellSouth elects to review Knology's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Knology's plans and specifications. Regardless of whether or not BellSouth elects to review Knology's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Knology's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Knology. BellSouth shall require Knology to remove or correct within seven (7) calendar days, at Knology's expense, any structure that does not meet Knology's plans and specifications or BellSouth's Specifications, as applicable.

- 3.3 Subleased Caged Collocation. Knology may allow other telecommunications carriers to sublease Knology's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Knology (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Knology. BellSouth shall be notified in writing by Knology upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Knology that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Knology. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Knology.

- 3.3.1 Knology, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Knology with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Knology shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial and Subsequent applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide application (application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Knology shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Knology's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Knology or Knology's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction Specifications. Further, Knology shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Knology requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Knology must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Knology and Knology's BellSouth Certified Supplier shall comply with

- the more stringent local building code requirements. Knology's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Knology's BellSouth Certified Supplier shall bill Knology directly for all work performed for Knology to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Knology's BellSouth Certified Supplier. Knology must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Knology's locked enclosure prior to notifying Knology at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Knology must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Knology's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Knology's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Knology for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Knology's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Knology. BellSouth shall require Knology to remove or correct within seven (7) calendar days, at Knology's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 Knology shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Knology's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual case basis (ICB) pricing. Knology's BellSouth Certified Supplier shall be responsible, at Knology's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Direct Connect. BellSouth will permit Knology to directly interconnect between its own virtual/physical Collocation Space within the same central office (Direct Connect). Knology shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Knology.

Knology-provisioned Direct Connects shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Knology to provision the Direct Connect between its virtual/physical Collocation Spaces. In those instances where Knology's virtual/physical Collocation Space is contiguous in the central office, Knology will have the option of using Knology's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Knology will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. Knology may not self-provision Direct Connects on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Knology is responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for Direct Connects, Knology must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of Direct Connects, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Knology.

- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between Knology and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Knology to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the telecommunications carrier requesting the CCXC. Knology is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.6.1 Knology must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Knology. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Knology shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The Knology-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Knology to provision the CCXC to the other collocated telecommunications carrier. In those instances where Knology's equipment and the equipment of the other

collocated telecommunications carrier are located in contiguous caged Collocation Space, Knology may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Knology shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of the other collocated telecommunications carrier without being routed through BellSouth's equipment. Knology shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX . Knology is responsible for ensuring the integrity of the signal.

- 3.6.2 To place an order for CCXCs, Knology must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of CCXCs, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an application Response to Knology.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify Knology in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. Knology will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any identified deviations from Knology's original or jointly amended application within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Knology completes its acceptance walkthrough within the fifteen (15) calendar day interval associated with the new Space Ready Date, billing will begin upon the date of Knology's acceptance of the Collocation Space (Space Acceptance Date). In the event Knology fails to complete an acceptance walkthrough within the fifteen (15) calendar day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Knology on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Knology decides to occupy the Collocation Space prior to the Space Ready Date, the date Knology occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Knology must notify BellSouth in writing that its collocation equipment installation is complete. Knology's collocation equipment installation is complete when it has been cross-connected to BellSouth's

network for the purpose of provisioning telecommunication services to its customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice.

- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Knology may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Knology and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Knology signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Knology jointly conduct an inspection, confirming that Knology has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Knology's right to occupy Collocation Space in the event Knology fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.
- 4.4.1 Upon termination of occupancy, Knology, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Knology from the Collocation Space. Knology shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Knology's Guest(s), unless Knology's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to Knology's removal date.
- 4.4.2 Knology shall continue the payment of all monthly recurring charges to BellSouth until the date Knology, and if applicable Knology's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Knology or Knology's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Knology or Knology's Guest(s), in any manner that BellSouth deems fit, at Knology's expense and with no liability whatsoever for Knology's property or Knology's Guest(s)'s property.
- 4.4.3 Upon termination of Knology's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Knology shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Knology, with the exception of ordinary wear and tear, unless

otherwise agreed to by the Parties. Knology's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Knology shall be responsible for the cost of removing any Knology constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Knology's failure to comply with this Section.

5.2 Terminations. Knology shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity

of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Knology submits an application for terminations that will exceed the total capacity of the collocated equipment, Knology will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, Knology will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Knology shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. Knology shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Knology's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Knology's equipment in the case of an emergency. For caged Collocation Space, the identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. Knology may elect to place Knology-owned or Knology leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Knology will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location by BellSouth. Knology will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Knology's equipment in the Collocation Space. In the event Knology utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Knology must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in the manhole. Knology is responsible for the maintenance of the entrance facilities.

- 5.6.1 Microwave Entrance Facilities. At Knology's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit Knology to use copper or coaxial cable entrance facilities if approved by the Commission only in those instances where Knology demonstrates a necessity and entrance capacity is not at or near exhaust in that particular BellSouth Premises. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Knology for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Knology with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Knology's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Knology in the Application Response.
- 5.8 Shared Use. Knology may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Knology's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Knology must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Knology-provided riser cable to the spare capacity on the entrance facility. If Knology desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Knology authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Knology's entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between Knology's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the

demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). Knology shall be responsible for providing the necessary cabling and Knology's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. Knology or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.9, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Knology's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point will be a Knology-provided Point of Termination Bay (POT Bay) in a common area within the BellSouth Premises, which Knology shall be responsible for providing and Knology's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, as well as installing the necessary cabling between Knology's Collocation Space and the POT Bay. Knology, its agent, or Knology's BellSouth Certified Supplier must perform all required maintenance to the equipment/facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. BellSouth shall negotiate alternative rates, terms and conditions for the demarcation point in Tennessee, if Knology desires to avoid the use of a POT Bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.10 Equipment and Facilities. Knology, or if required by this Attachment, Knology's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and facilities used by Knology, which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Knology and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Knology's Collocation Space. BellSouth retains the right to access Knology's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Knology at least forty-eight (48) hours before access to Knology's Collocation Space is required. Knology may elect to be present whenever BellSouth performs work in the Knology's Collocation Space. The Parties agree that Knology will not bear any of the expense associated with this type of work.

- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 Knology must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, Adjacent Collocation Arrangements, pursuant to this Section.
- 5.12 Knology's Access. Pursuant to Section 12, Knology shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Knology agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Knology or Knology's Guest(s) that will be provided with access keys or cards (Access Devices), prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Knology and returned to BellSouth Access Management within fifteen (15) calendar days of Knology's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Knology agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Knology's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Knology ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises and shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.12.1 BellSouth will permit one (1) accompanied site visit to Knology's designated Collocation Space, after receipt of the BFFO, without charge to Knology. Knology must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date Knology desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Knology may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Knology desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Knology to access the Collocation Space accompanied by a security escort, at Knology's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Knology must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such

access is desired. A security escort will be required whenever Knology or its approved agent desires access to the entrance manhole.

- 5.12.2 Lost or Stolen Access Devices. Knology shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Knology's employees, suppliers, agents or Guest(s) to return an Access Device(s), Knology shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Knology shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Knology violates the provisions of this paragraph, BellSouth shall provide written notice to Knology, which shall direct Knology to cure the violation within forty-eight (48) hours of Knology's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Knology fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Knology's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Knology prior to the taking of such action and BellSouth shall have no liability to Knology for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of

- other advanced services or traditional voice band services and Knology fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Knology or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Knology is significantly degrading the performance of other advanced services or traditional voice band services, Knology shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 Personalty and its Removal. Facilities and equipment placed by Knology in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Knology at any time. Any damage caused to the Collocation Space by Knology's employees, suppliers, or agents during the installation or removal of such property shall be promptly repaired by Knology at its sole expense. If Knology decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and Knology's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Knology the appropriate application fee associated with the type of removal activity performed by Knology, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Knology.
- 5.15 Alterations. Under no condition shall Knology or any person acting on behalf of Knology make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Knology. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.3.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides Knology with an Application Response.
- 5.16 Janitorial Service. Knology shall be responsible for the general upkeep of its Collocation Space. Knology shall arrange directly with a BellSouth Certified Supplier

for janitorial services applicable to caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. **Ordering and Preparation of Collocation Space**

6.1 **Initial Application.** For Knology's or Knology's Guest's(s') initial equipment placement, Knology shall input a physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Knology and will be billed by BellSouth on the date BellSouth provides Knology with an application Response.

6.2 **Subsequent Application.** In the event Knology or Knology's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Knology shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by Knology in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 **Subsequent Application Fees.** The application fee paid by Knology for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires administrative activity be performed by BellSouth, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space (where the removal requires no physical work be performed by BellSouth), an Alteration made to a Bona Fide application prior to BellSouth's receipt of the BFFO, and/or a virtual-to-physical Conversion (In Place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Knology submits a Subsequent Application for a direct connection between its own virtual and physical Collocation arrangements in the same BellSouth Premises or between its virtual or physical Collocation arrangement and that of another collocated telecommunications carrier within the same BellSouth Premises. The fee for a Subsequent Application, in which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available) shall

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