BELLSOUTH

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General Counsel

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April 14, 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, together with the Amendments, Negotiated by BellSouth Telecommunications, Inc. and Cypress Communications Operating Company, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 05-00099

Dear Chairman Miller:

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement and Amendments thereto between BellSouth Telecommunications, Inc. and Cypress Communications Operating Company, Inc. The first Amendment relates to the Triennial Order issued by the Federal Communications commission on October 2, 2003; the second Amendment adds adoption language to the Agreement, the third Amendment relates to Local Portability charges and the fourth Amendment adds QuickServe to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Gregory P. McGraw, President & CEO, Cypress Communications Operating Company, Inc.
Walt Sapronov, Esq., Gerry & Sapronov LLP

581387

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc and Cypress Communications Operating Company, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT AND AMENDMENTS THERETO NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND CYPRESS COMMUNICATIONS OPERATING COMPANY, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cypress Communications Operating Company, Inc. ("Cypress Communications") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated July 23, 2003, together with the Amendments to the Interconnection Agreement (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cypress Communications and BellSouth state the following:

1. Cypress Communications and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Cypress Communications. The parties have also recently negotiated amendments to the Interconnection Agreement. The first Amendment relates to the Triennial Order issued by the Federal Communications Commission on October 2, 2003; the second Amendment adds adoption language to the Agreement; the third Amendment relates to Local Portability charges and the

fourth Amendment adds QuickServe to the Agreement. Copies of the Agreement and the Amendments are attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cypress Communications 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 Cypress Communications 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. Cypress Communications 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.

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

This 14th day of April, 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 and the Amendment Thereto on the following via United States Mail on this 14th day of Dec, 2005:

Gregory P. McGraw
President and CEO
Cypress Communications Operating
Company, Inc
3575 Piedmont Road
15 Piedmont Center, Suite 100
Atlanta, GA 30305

Walt Sapronov, Esq.
Gerry & Sapronov LLP
3 Ravinia Drive, Suite 1455
Atlanta, GA 30346

Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Cypress Communications Operating Company, Inc.

Cypress_QuickServe_Amendment_-_Standard_Interconnection_Ag 1113

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
CYPRESS COMMUNICATIONS OPERATING COMPANY, INC.

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General Terms and Conditions

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Cypress Communications Operating Company, Inc. (Cypress), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Cypress 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, Cypress is or seeks to become a CLEC authorized to provide telecommunications services in the States of Alabama, Florida, Georgia, Louisiana, and Tennessee; and

WHEREAS, Cypress wishes to resell BellSouth's telecommunications services and/or interconnect with BellSouth's facilities, lease unbundled network elements and other services, and exchange traffic pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Cypress 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 a 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, Cypress agrees to provide BellSouth in writing Cypress' 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 Cypress is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Cypress will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon written notification of the appropriate certification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable Cypress to provide competing local exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Cypress will not be considered to have offered telecommunications services to the public in any state within BellSouth's region

until such time as it has ordered any products and/or services contemplated by this agreement for the purposes of providing local exchange service to customers.

3. Term of the Agreement

3.1 The term of this Agreement shall be for three (3) years, beginning on the Effective Date and shall apply to the BellSouth territory in the State(s) of Alabama, Florida, Georgia, Louisiana, 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.

3.2 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).

3.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in **Section 3.2** above, the Parties are unable to negotiate new rates, terms, and conditions for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms, and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.

3.4 In the event the Commission does not issue an order prior to the expiration date of this Agreement, or if the Parties continue to negotiate a Subsequent Agreement beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon extension of the initial term of the Agreement to a month-to-month term, either Party, in its discretion may terminate this Agreement upon sixty (60) days written notice to the other Party; provided, however, that in the event the Parties are in arbitration with the Commission regarding the Subsequent Agreement, this Agreement cannot be terminated prior to one hundred eighty (180) days after the original expiration date. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide services to Cypress pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by Cypress pursuant to Section 14 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement nor the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by Cypress, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the parties agree otherwise.

4. Operational Support Systems

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

5. Parity

5.1 When Cypress purchases, orders or obtains any Telecommunications Services for resale from BellSouth pursuant to Attachment 1 of this Agreement, BellSouth shall provide said services to Cypress on a nondiscriminatory basis so that the services are at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to itself, its Affiliates, subsidiaries, or any other telecommunications carrier ordering resale services under an interconnection agreement with BellSouth or to any BellSouth End Users. To the extent technically feasible, BellSouth shall provide the same quality of any Network Element, prescribed to be unbundled by the FCC as well as the same quality of access to such Network Element provided by BellSouth to Cypress such that it is at least equal in quality to that which BellSouth provides to itself. The quality of the BellSouth supplied interconnection between the network of BellSouth and the network of Cypress 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 Cypress**.**

5.2 The services provided under this Agreement will be provided and will operate, consistent with the criteria set forth in (i) this Agreement, (ii) any applicable BellSouth tariffs if Cypress orders resold services from those tariffs and (iii) as established by the respective Commissions.

6. White Pages Listings

6.1 BellSouth shall provide Cypress and their customers access to white pages directory listings under the following terms:

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

6.1.2 Rates. Subscriber primary listing information in the White Pages shall be provided to Cypress and the initial listing shall be subject to no charges other than the applicable service order charges as set forth in BellSouth's tariffs.

6.2 These procedures for Submitting Cypress subscriber listing information (SLI) are found in BellSouth's Business Rules for Local Ordering.

6.2.1 To the extent permitted by law, Cypress authorizes BellSouth to release all Cypress SLI provided to BellSouth by Cypress 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 Cypress SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

6.2.2 No compensation shall be paid to Cypress for BellSouth's receipt of Cypress 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 Cypress's SLI, or costs on an ongoing basis to administer the release of Cypress SLI, if permitted by law, Cypress 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 Cypress's SLI, Cypress will be notified. If Cypress does not wish to pay its proportionate share of these reasonable costs, Cypress may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Cypress shall amend this Agreement accordingly. Cypress will be liable for all costs incurred until the effective date of Cypress' written notice to BellSouth that it does not wish to release its SLI**.**

6.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cypress under this Agreement. Cypress 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 Cypress listings or use of the SLI provided pursuant to this Agreement. BellSouth shall promptly forward to Cypress any complaints received by BellSouth relating to the accuracy or quality of Cypress listings**.**

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

6.3 Unlisted/Non-Published Subscribers. Cypress will be required to provide to BellSouth the names, addresses and telephone numbers coded appropriately of all Cypress customers who wish to be omitted from directories. BellSouth shall provide the non-published and unlisted telephone numbers of Cypress's End Users in the same manner and for the same charges as BellSouth provides the non-published and unlisted telephone numbers of its own End Users.

6.4 Inclusion of Cypress Customers in Directory Assistance Database. BellSouth will include and maintain Cypress subscriber listings in BellSouth's Directory

Assistance databases at no charge and Cypress shall provide such Directory Assistance listings at no charge. BellSouth and Cypress will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information**.**

6.5 Listing Information Confidentiality. BellSouth will treat Cypress' directory listing information the same level of confidentiality that BellSouth treats its own directory listing information, and BellSouth shall limit access to Cypress' customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings**.**

6.6 Additional and Miscellaneous Listings. Additional and Miscellaneous listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff**.**

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

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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching, BellSouth maintains and shall maintain call detail records for Cypress end users for limited time periods and may respond to subpoenas and court ordered requests for this information. BellSouth, to the extent permitted by law, may 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 Cypress 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 Cypress End Users for the same length of time it maintains such information for its own End Users.

7.2 Subpoenas Directed to Cypress. Where BellSouth is providing to Cypress Telecommunications Services for resale or providing to Cypress the local switching function, then Cypress agrees that in those cases where Cypress receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cypress End Users, and where Cypress does not have the requested information, Cypress 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.

7.3 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.

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

7.5 In cases where the timing of the response to the law enforcement agency prohibits Cypress from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Cypress will furnish the official request to BellSouth for providing the call detail information. As permitted under this Agreement, BellSouth will provide the call detail records to Cypress and bill Cypress for the information. BellSouth does not waive its rights to deny such requests through motion to the appropriate agency or court. Cypress agrees to reimburse BellSouth for the call detail information provided**.**

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

8. Liability and Indemnification

8.1 Cypress Liability. In the event that Cypress 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 Cypress under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another Telecommunications company providing services to said other Party.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any action, loss, cost, claim, judgement, damages, injury, liability or expense, including reasonable attorneys' fees (collectively "Loss") 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.

Notwithstanding the foregoing, this limitation of liability shall not apply in the event of either Party's intentional misconduct.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or

function provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such Party shall not be liable to the End User or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) for Consequential Damages (defined hereunder). 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.

8.3.3 Neither BellSouth nor Cypress 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.

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

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or 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.

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

8.5 Obligation to Defend. If the indemnifying Party, within thirty (30) calendar days from the date of) receipt of notice of any Claim, either refuses or fails to undertake the defense of any Claim, then the indemnified Party, upon further written notice to the indemnifying Party, shall have the right (but not the obligation) to undertake its own defense, compromise or settlement of such Claim. If the indemnified Party elects to undertake such defense, compromise or settlement, the indemnifying Party shall remain fully liable for (and shall promptly pay as and when incurred) all Losses related thereto, including without limitation any and all reasonable costs and expenses and attorneys' fees incurred by the indemnified Party in said defense, compromise or settlement.

8.6 Compromise and Settlement. The indemnifying Party shall consult with the indemnified Party prior to undertaking any compromise or settlement of any Claim, and the indemnified Party, will have the right, at its sole option and discretion, by written notice to the indemnifying Party, to refuse any such compromise or settlement that (in the indemnified Party's reasonable opinion) might prejudice the rights of the indemnified Party, and, to take over the defense, compromise or settlement of such Claim; provided, however, upon receipt of such written notice of refusal from the indemnified Party, the indemnifying Party will be deemed automatically released from any further obligation to indemnify, defend or hold the indemnified Party harmless from or against any Loss arising from such Claim in excess of the amount of the compromise or settlement that was refused by the indemnified Party. Provided, however, such release will not affect the Parties rights or obligations arising under any other Claim.

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

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Each Party is 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 each Party or its Affiliate(s)and those Marks that each 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.

9.2 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. Additionally, these rights shall neither 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.

9.3 Intellectual Property Remedies

9.3.1 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 8** preceding.

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

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

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

9.3.2.3 In the event **Section 9.3.2.1** or **9.3.2.2** are commercially unreasonable, then said Party may discontinue, upon reasonable notice, the provision of the services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim. In said event, the

providing Party shall exercise its best reasonable commercial efforts to mitigate the effect of such discontinuation on the receiving Party, including without limitation, providing functionally equivalent services to the receiving Party.

9.3.3 Exception to Obligations. Neither Party's obligations under this **Section** to the other Party ("Indemnitee") 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.

9.3.4 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 under this Agreement.

9.4 Dispute Resolution. Any claim arising under this **Section 9** shall be excluded from the dispute resolution procedures set forth in **Section 11** and shall be brought in a court of competent jurisdiction.

10. Treatment of Proprietary and Confidential Information

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cypress, 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"). To qualify for confidential treatment, all Information provided by Discloser to Recipient must be either (i) conveyed in writing or other tangible or electronic form, shall be clearly marked with a confidential or proprietary legend or (ii) information conveyed orally or visually by the Discloser to Recipient shall be designated by Discloser as proprietary and confidential at the time of such disclosure, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, or shall be clearly marked with a confidential or proprietary legend and provided to Recipient within said forty-five (45) calendar days after such oral or visual disclosure.

10.2 Use and Protection of Information. Recipient shall use the Information solely or for the purpose(s) of performing under this Agreement and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder.

Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; and either (i) have been advised of the confidential and proprietary nature of the Information or (ii) are under a professional obligation to preserve client confidences. "Authorized Representatives" include, but are not limited to the officers, directors and employees of Recipient and the officers, directors, and employees of its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors.

10.3 Proprietary and Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information or (e) any information independently developed by the Recipient without violation of this **Section 10**. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with written notice within ten (10) business days of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

10.4 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. Subject to Recipient's compliance with **Section 10.3**, 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.

10.5 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed

and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed as requested by Discloser.

10.6 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser is entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement to recover all costs in doing so (including, without limitation, reasonable attorneys' fees and court costs.) Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

10.7 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.

10.8 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.

10.9 Survival of Confidentiality Obligations. The Parties' rights and obligations under this **Section 10** shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. 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, either 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. Nothing in this **Section** shall be deemed a waiver of any other remedies of either Party under this Agreement.

12. Taxes

12.1 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) which are imposed, or sought to be imposed, on or

with respect to the services furnished hereunder or measured by the charges or payments therefore.

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

12.2.1 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.

12.2.2 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.

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

12.3.1 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.

12.3.2 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.

12.3.3 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 shall have the right, at its own expense to contest the same in good faith, in its own name or on the providing Party's behalf. 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.

12.3.4 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.

12.3.5 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.

12.3.6 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.

12.3.7 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 governmental 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.

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

12.4.1 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.

12.4.2 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.

12.4.3 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 responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain 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. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.4.8 If after consultation in accordance with the preceding **Section**, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest on its behalf by the purchasing Party, the purchasing Party may raise the dispute with the appropriate taxing authority or a court of competent jurisdictions. The filing of such dispute shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such proceeding. In the event that the purchasing Party prevails in such proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such proceeding, the purchasing Party's proceeding shall be dismissed as to such common issues and the final decision rendered in the providing Party's contest with the imposing authority shall control as to such issues.

12.5 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.

13. 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, 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 promptly use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease provided further, that neither Party shall be required to compensate the other for services or service not performed as a result of such causes

14. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 (i), 47 CFR 51.809, and FCC and State Commission orders regarding such availability, to Cypress, selected at its sole option, election, and discretion (i) any interconnection service(s), Network Element(s), or any combination thereof (said interconnection, services(s), Network Element(s), or combinations collectively referred to herein as "Other Terms") provided under any other agreement filed and approved pursuant to 47 USC § 252 ("Other Agreement"), or (ii) the rates, terms, and conditions of any such Other Agreement in their entirety. Upon Cypress' election of the foregoing alternative (i) all rates, terms and conditions that are legitimately related or negotiated in exchange for such Other Terms shall be included in said Other Terms and this Agreement. The Parties shall execute an amendment to adopt such Other Terms or Other Agreement. Provided, however, the adopted Other Terms or Other Agreement, as the case may be, shall only apply to the same states in which said Other Agreement has been filed and approved pursuant to 47 USC Section 252; provided, further, except as otherwise required by the Act, the term of the amendment or replacement, as the case may be, is to be deemed coterminous with the term of such Other Agreement.

15. Modification of Agreement

15.1 If Cypress 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 Cypress to notify BellSouth of said change and the Parties shall promptly execute an amendment to this Agreement, if necessary, to reflect said change.

15.2 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.

15.3 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 Cypress or BellSouth to perform any material terms of this Agreement, Cypress 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.

16. 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).

17. 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 a single contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space 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 any payment obligations or credits due by one Party to the other Party under this Agreement are intended to be recoupable against other payment obligations or credits due by one Party to the other Party under this Agreement.

18. 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.

19. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the rules and orders of the FCC, Appropriate State Commission, and laws of the State of Georgia without regard to its conflict of laws principles.

20. 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, except as otherwise hereinafter provided. 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 assignee is authorized as a CLEC in all states covered by this Agreement. 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 Cypress, 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. In addition to the foregoing, either Party may assign its rights to payments hereunder to a commercial lending institution (a "Commercial Lender") upon sixty (60) days notice to the other Party; provided that any such assignment shall not affect either Party's obligations under this Agreement, regardless of whether the assigning Party is in default as to the assignee. In the event that a Party to this Agreement (the "Assigning Party") assigns its rights to receive payment hereunder to a Commercial Lender pursuant to the previous sentence, the other Party hereto (the "Obligated Party") shall retain the right to set-off against such assigned payment obligations any amounts owed to the Obligated Party to the Assigning Party notwithstanding any notification given by the Commercial Lender to the Obligated Party, and notwithstanding any other provision set forth in Section 9-404(a) or (b) of the Uniform Commercial Code or equivalent thereof as in effect pursuant to the Governing Law section of this Agreement. Any such assignment to a Commercial Lender that could result in the assignee or a designee of the assignee operating as a carrier under this Agreement shall be void.

Notwithstanding anything to the contrary in this Section, Cypress shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Cypress pays all bills, past due and current, under this Agreement, or (2) Cypress's assignee expressly assumes liability for payment of such bills; provided, however, nothing in this section is to be deemed to affect the rights of Cypress or its assignee to dispute charges in accordance with the applicable provisions of this agreement.

21. Notices

21.1 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, Alabama 35203

and

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

Cypress Communications Operating Company, Inc.

Mr. Gregory P. McGraw
President and CEO
3575 Piedmont Rd
15 Piedmont Center, Suite 100
Atlanta, Georgia 30305

404-442-0043 (Tel)
404-442-0057 (Fax)

With a copy to:

Walt Sapronov, Esq.
Gerry & Sapronov LLP
3 Ravinia Drive, Suite 1455
Atlanta, Georgia 30346

770-399-9100 (Tel)
770-395-0505 (Fax)

wsapronov@gstelecomlaw.com

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

21.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date

it is officially recorded as delivered by return receipt or equivalent or assumed to be delivered by the fifth business day after deposited in the mail.

21.3 Notwithstanding the foregoing, BellSouth may provide Cypress notice via Internet posting of Resale price changes and changes to the terms and conditions of services available for resale as required by Commission Orders. BellSouth will also post (i) changes to business processes and policies, (ii) notices of new service offerings, (iii) changes to service offerings, (iv) any other changes not requiring an amendment to this Agreement, (collectively "Service Changes"), (v) notices required to be posted to BellSouth's website, and (vi) any other information of general applicability to CLECs. Notwithstanding the foregoing, in the event Cypress interprets any Service Changes posted on the website as conflicting with a provision of this Agreement, then Cypress shall provide BellSouth with written notification within ninety (90) days of such posting, that it does not agree to such Service Changes. In the event that the Parties disagree as to whether any Service Changes described in this section are effective as to Cypress pursuant to the requirements of this section, the Parties shall resolve any disagreement regarding the effect of the Service Changes to the Resolution of Disputes provisions of Section 11 of the Agreement. During the pendancy of any such proceeding, the effectiveness of the Service Changes will be stayed until the dispute is effectively resolved, and any required amendment is negotiated as required in accordance with Section 15.3 of this Agreement.

22. Rule of Construction

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

23. 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.

24. Multiple Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single Agreement. .

25. Filing of Agreement

Upon execution of this Agreement BellSouth shall file 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, Cypress shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Cypress. Notwithstanding the

foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Cypress is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

26. Compliance with Applicable Law

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

27. 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.

28. 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.

29. 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 Cypress as a requesting carrier under the Act).

30. Rate True-Up

30.1 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**.**

30.2 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 **Section 11** of the General Terms and Conditions of this Agreement.

30.3 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 Cypress specifically or upon all carriers generally, such as a generic cost proceeding.

31. Survival

The following provisions are intended to survive the expiration or termination, for any reason whatsoever, of this Agreement for a period two (2) years following the date of expiration or termination: **Section 8** (Liability and Indemnification), **Section 9** (Intellectual Property Rights and Indemnification), **Section 10** Proprietary and Confidential Information), **Section 12** (Taxes), and any other provision of this Agreement which, by its terms or any reasonable interpretation thereof, is intended to survive.

32. Entire Agreement

32.1 This Agreement, together with its preamble, recitals and all Attachments and attached Schedules, Exhibits, or Appendicies are incorporated herein by this reference, sets forth the Parties' entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them and neither Party shall be bound by any definitions, conditions, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control if the applicable tariff is incorporated by reference into this Agreement**.**

32.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Physical and Remote Site 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

32.3 The following services are included as options for purchase by Cypress pursuant to the terms and conditions set forth in this Agreement. Cypress 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

33. Miscellaneous

33.1 The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers or agents of or for the other Party.

33.2 Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law, in equity or elsewhere in this Agreement.

33.3 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide any person not a Party or proper assignee or successor hereunder with any beneficial interest, remedy, claim, liability, reimbursement, cause of action, or other privilege arising under or relating to this Agreement.

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

33.5 Pronouns used herein shall be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" shall include an individual, corporation, association, partnership, trust, and other organization.

33.6 All terms used but not otherwise defined in this Agreement have their customary meanings in accordance with the ordinary usage in the telecommunications industry.

IN WITNESS WHEREOF, the Parties have caused their duly appointed representatives to executed this Agreement the day and year written below and shall become effective as of the effective date defined herein.

BellSouth Telecommunications, Inc.	**Cypress Communications Operating Company, Inc.**
By:	By:
Name: Elizabeth R. Shiroish	Name: Gregory P. McGraw
Title: Director	Title: President & COO
Date: 6/23/03	Date: 6/19/03

Attachment 1

Resale

Table of Contents

RESALE

1. Discount Rates

1.1 The discount rates applied to Cypress 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 Cypress for the purposes of resale to Cypress'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 Cypress, 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 Cypress 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 Cypress 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 Cypress does not resell Lifeline service to any end users, and if Cypress 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 Cypress resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Cypress 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 Cypress 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 Cypress 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 Cypress must resell services to other End Users.

3.2.2 Cypress cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.3 Cypress 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 Cypress for said services.

3.4 Cypress 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 Cypress. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Cypress. 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 Cypress 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 Cypress 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 Cypress 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 Cypress, BellSouth will provide Cypress with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Cypress acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Cypress 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, Cypress 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 Cypress to designate up to 100 intermediate telephone numbers per CLLIC, for Cypress's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Cypress 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 Cypress's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13 If Cypress 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, Cypress 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 Cypress remain the property of BellSouth.

3.15 White page directory listings for Cypress 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 Cypress 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 Cypress 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 Cypress 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. Cypress 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 Cypress 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 Cypress acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Cypress that Special Assembly at the wholesale discount at Cypress's option. Cypress 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 Cypress customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Cypress 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 Cypress 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 Cypress 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 Cypress, and Cypress 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 Cypress

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

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

4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

4.5.2 When Cypress 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 Cypress.

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

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

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

5.6 BellSouth will bill Cypress 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 Cypress'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, Cypress will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Cypress 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 Cypress needs to change its OCN(s) under which it operates when Cypress has already bee conducting business utilizing those OCN(s), Cypress shall bear all costs incurred by BellSouth to convert Cypress Cypress to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Cypress's end user customer records. Appropriate charges will appear in the OC&C section of Cypress's bill.

6.2 Cypress shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Cypress 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 Cypress'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 Cypress to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Cypress to such other CLEC. Upon completion of the conversion BellSouth will notify Cypress 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 Cypress's End User on behalf of, and at the request of, Cypress. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Cypress.

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

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

7.1.4 Cypress 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 Cypress 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 Cypress and/or the End User against any claim, loss or damage arising from providing this information to Cypress. It is the responsibility of Cypress 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 Cypress 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 Cypress 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 Cypress 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 Cypress.

8.1.16 Provide call records to Cypress 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 Cypress'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 Branding for Operator Call Processing and Directory Assistance

8.4.1 BellSouth's branding feature provides a definable announcement to Cypress end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Cypress's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.

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

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

8.4.4 Branding via Originating Line Number Screening (OLNS)

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

8.4.4.2 BellSouth Branding is the default branding offering.

8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance Cypress must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, Cypress must submit a manual order form which requires, among other things, Cypress's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Cypress shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Cypress's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all Cypress end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, Cypress shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.

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

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

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

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

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

8.4.5.4 Where available, Cypress specific and unique line class codes are programmed in each BellSouth end office switch where Cypress intends to service end users with customized OCP/DA branding. The line class codes specifically identify Cypress'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 Cypress intends to provide Cypress-branded OCP/DA to its end users in these multiple rate areas.

8.4.5.5 BellSouth Branding is the default branding offering.

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

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

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

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

8.4.6.1 Directory Assistance customized branding uses:

8.4.6.2 the recording of Cypress

8.4.6.3 the loading of the recording in each switch.

8.4.6.4 Operator Call Processing customized branding uses:

8.4.6.5 the recording of Cypress

8.4.6.6 2 the loading of the recording in each switch.

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

9. Line Information Database (LIDB)

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

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

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

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

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

12. Enhanced Optional Daily Usage File (EODUF)

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

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

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

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

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

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

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

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

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

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

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

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

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 Cypress.

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 Cypress 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 Cypress and pursuant to which BellSouth, its LIDB customers and Cypress shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Cypress's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Cypress 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 Cypress, 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 Cypress'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 Cypress 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 Cypress 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 Cypress 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 Cypress of fraud alerts so that Cypress 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 Cypress pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Cypress 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 Cypress's data from BellSouth's data, the following shall apply:

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

IV. Fees for Service and Taxes

A. Cypress will not be charged a fee for storage services provided by BellSouth to Cypress, 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

Cypress 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 Cypress, BellSouth will provide the Optional Daily Usage File (ODUF) service to Cypress pursuant to the terms and conditions set forth in this section.

2. Cypress 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 Cypress customer.

4. Charges for ODUF will appear on Cypress'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. Cypress 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 Cypress's billing system will be the responsibility of Cypress. If, however, Cypress should encounter significant volumes of errored messages that prevent processing by Cypress within its systems, BellSouth will work with Cypress 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 Cypress:

- 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 Cypress.

6.1.4 In the event that Cypress detects a duplicate on ODUF they receive from BellSouth, Cypress 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 Cypress 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 Cypress for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Cypress will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Cypress 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 Cypress. Additionally, all message toll charges associated with the use of the dial circuit by Cypress will be the responsibility of Cypress. 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 Cypress end for the purpose of data transmission will be the responsibility of Cypress.

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

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

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

6.5 ODUF Control Data

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

6.6 ODUF Testing

6.6.1 Upon request from Cypress, BellSouth shall send test files to Cypress 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 Cypress set up a production (live) file. The live test may consist of Cypress's employees making test calls for the types of services Cypress requests on the ODUF. These test calls are logged by Cypress, 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 Cypress, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Cypress 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. Cypress 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 Cypress'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 Cypress will be the responsibility of Cypress. If, however, Cypress should encounter significant volumes of errored messages that prevent processing by Cypress within its systems, BellSouth will work with Cypress 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 Cypress:

Customer usage data for flat rated local call originating from Cypress'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 Cypress.

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to Cypress via Connect: Direct, Secure File Transfer Protocol (FTP)or another mutually agreed medium. The EODUF messages will be intermingled among Cypress'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 Cypress for the purpose of data transmission as set forth in Section 6.2.2 above.

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

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 Cypress which BellSouth RAO is sending the message. BellSouth and Cypress will use the invoice sequencing to control data

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

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Alabama														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.30										
		Business %					16.30										
		CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.000011										
		ODUF: Message Processing, per message					0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.22										

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.83										
		Business %					16.81										
		CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	11.46	11.46						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000071										
		ODUF: Message Processing, per message					0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.080698										

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.30										
		Business %					17.30										
		CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						199.56	199.56								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0001275										
		ODUF: Message Processing, per message					0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned					28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.0034555										

RESALE DISCOUNTS AND RATES - Louisiana														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.72										
		Business %					20.72										
		CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000117										
		ODUF: Message Processing, per message					0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250015										

RESALE DISCOUNTS AND RATES - Tennessee														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.00										
		Business %					16.00										
		CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
		Loading of DA Custom Branded Anouncement per Switch per OCN						240.71	240.71								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						1,555.00	1,555.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71								
		Loading of OA Custom Branded Announcement per Switch per OCN						240.71	240.71								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000044										
		ODUF: Message Processing, per message					0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.004										

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Cypress in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Cypress. The rates for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require Cypress to purchase other Network Elements or services.

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

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

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

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

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

1.7 BellSouth shall not connect individual UNEs or combinations of UNEs to BellSouth tariffed services.

1.8 If Cypress reports a trouble on a UNE and no trouble actually exists on the BellSouth portion, BellSouth will charge Cypress for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the UNE's working status.

1.9 Rates

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

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

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

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

2 Unbundled Loops

2.1 General

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

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

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

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at

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

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

2.1.6 Cypress may utilize the unbundled Loops to provide telecommunications services as long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Cypress has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Cypress shall pay the recurring and nonrecurring charges for a UCL. For non-service specific Loops (e.g. UCL, Loops modified by Cypress using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the end user's location. If Cypress 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, UCL-ND, Cypress may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit B of this Attachment.

2.1.8 **Loop Testing/Trouble Reporting**

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

2.1.8.2 Once Cypress has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions

necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

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

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

2.1.9.1 "Order Coordination" (OC) allows BellSouth and Cypress to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Cypress's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

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

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

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

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the

same end user location from the same serving wire center, and must not require an outside dispatch to provision.

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

2.1.10.4

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI Loops when reuse of existing facilities has been requested by Cypress. Cypress 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. 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 Cypress may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to Cypress. 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 Cypress to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Cypress will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable Loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable Loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

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

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop

length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.

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

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

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

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

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not

intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

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

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

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

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

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

2.4.2.5 These Loops are not intended to support any particular services and may be utilized by Cypress 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 customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms

resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

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

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

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Cypress 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 Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

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

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

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

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

2.5.2 BellSouth shall condition Loops, as requested by Cypress, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Cypress will require access to a copper twisted pair Loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Cypress can use the Loop for a variety of services by attaching appropriate terminal equipment at the ends. Cypress will determine the type of service that will be provided over the Loop. BellSouth's Unbundled Loop

Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the Loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

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

2.5.5 ULM includes the following: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on Loops of any length.

2.5.6 Cypress 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 Cypress desires BellSouth to condition.

2.5.7 When requesting ULM for a Loop that BellSouth has previously provisioned for Cypress, Cypress will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Cypress is available at the location for which the ULM was requested, Cypress 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, Cypress will not be charged for ULM but will only be charged the service order charges for submitting an order.

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

2.6.1 Where Cypress has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Cypress. 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 Cypress (e.g. hairpinning):

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

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

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

2.7 **Network Interface Device (NID)**

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

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

2.7.3 **Access to NID**

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

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

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

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

2.7.3.1.4 Cypress may request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

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

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

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

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

2.7.4 Technical Requirements

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

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

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

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

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

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

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Cypress is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Cypress's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the Website address: http://www.interconnection.bellsouth.com/products/html/unes.html. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room to accommodate Cypress's request for Unbundled Sub-Loops, Cypress may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Cypress will have the option to proceed under the SC process to modify the BellSouth facilities.

2.8.2.9 The site set-up must be completed before Cypress 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 Cypress's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.10 Once the site set-up is complete, Cypress will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Cypress 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 Cypress for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

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

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

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

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises or where the property owner will not allow the other Party to place its facilities to the end user.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

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

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

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

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

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

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for 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 each time it activates UNTW pairs using the LSR form.

2.8.3.3.9 The Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within 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.

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

2.8.3.3.11.1 If the Requesting Party issued a LSR to disconnect an End User from the Provisioning Party in order to use a UNTW pair, the Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.11.2 If the Requesting Party activated a UNTW pair on which the Provisioning Party was not previously providing service, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service using that pair. Upon request, 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 Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves one or more end user locations.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level Loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2-wire or 4-wire communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Cypress's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 Cypress will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. In those cases in which there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, Cypress may request, through the BellSouth Special Construction process, a determination of costs to provide the sub-loop feeder element to Cypress. Cypress will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.4.6 Unbundled Sub-Loop Feeder – DS3 and above

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

2.8.4.6.2 The sub-loop feeder shall be utilized for voice and digital traffic. It may be configured at DS3 or STS-1 transmission capacities and shall require a Service Inquiry.

2.8.4.7 Requirements

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

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

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

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

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to Cypress Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local Loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth Loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Cypress at Cypress's collocation site. System B will allow up to 192 BellSouth Loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Cypress's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each Loop that is terminated onto the ULC system.

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

2.8.6.1 Where facilities permit, Cypress may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Cypress's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Cypress's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Cypress's demarcation point associated with Cypress's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Cypress is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected by a BellSouth technician to a cross-connect panel within the BellSouth

RT/cross-box and shall allow Cypress's sub-loops to be placed on the USLC and transported to Cypress's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises connected via a cross connect to the demarcation point associated with Cypress's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cypress to utilize Dark Fiber Loops.

2.8.7.2 Requirements

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

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

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

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

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

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

the advanced services equipment Cypress intends to install and the services Cypress wishes to provide. This section addresses LMU as a preordering transaction, distinct from Cypress ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering Loop Make-Up are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

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

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

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on 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 (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

2.9.1.5 Cypress 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 Cypress 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 Cypress's ability to provide advanced data services over the ordered Loop type. Further, if Cypress orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Cypress is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Cypress may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Cypress needs further Loop information in order to determine Loop service capability, Cypress may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Cypress may reserve up to ten Loop facilities. For a Manual LMUSI, Cypress may reserve up to three Loop facilities.

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

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

2.9.4 **Ordering of Other UNE Services**

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

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

utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3 High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Cypress access to the high frequency spectrum of the local Loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

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

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

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

3.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Cypress desires to continue providing xDSL service on such Loop, Cypress shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Cypress notice in a reasonable time prior to disconnect, which notice shall give Cypress an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Cypress purchases the full stand-alone Loop, Cypress may elect the type of Loop it will purchase. Cypress will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event Cypress purchases a voice grade Loop, Cypress acknowledges that such Loop may not remain xDSL compatible.

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

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

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

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

3.2.1.2 Cypress 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 Cypress's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

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

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

3.3 **BellSouth Provided Splitter**

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

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

3.4 **CLEC Provided Splitter**

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

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

3.5 **Ordering**

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

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

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

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

3.6 **Maintenance and Repair**

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

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

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

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

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

3.7 **Line Splitting**

3.7.1 General

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

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

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

3.8 **Provisioning Line Splitting and Splitter Space**

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

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

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

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

3.9 Ordering

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

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

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

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

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

3.10 Maintenance

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

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

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

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

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

3.11 Remote Site High Frequency Spectrum

3.11.1 General

3.11.2 BellSouth shall provide Cypress access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

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

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

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

3.11.6 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide analog voice service directly to the end user. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Cypress desires to continue providing xDSL service on such sub-loop, Cypress shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give Cypress notice in a reasonable time prior to disconnect, which notice shall give Cypress an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and Cypress purchases the full stand-alone sub-loop, Cypress may elect the type of sub-loop it will purchase. Cypress will pay the appropriate recurring and nonrecurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event Cypress purchases a voice grade Loop, Cypress acknowledges that such sub-loop may not remain xDSL compatible.

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

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

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

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

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

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

3.13 BellSouth Owned Splitter

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

3.13.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the Cypress's Remote Terminal (RT) collocation space and routed back to the Cypress's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide Cypress with a carrier notification letter informing Cypress of change. Cypress shall purchase ports on the splitter in increments of 24 ports.

3.13.3 BellSouth will install the splitter in (i) a common area close to Cypress's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Cypress's DS0 termination point as possible. Cypress shall have access to the splitter for test purposes regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Cypress DS0 at such time that a Cypress end user's service is established.

3.14 **CLEC Owned Splitter**

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

3.14.2 Any splitters installed by Cypress in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Cypress may

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

3.15 **Ordering**

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

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

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

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

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

3.16 **Maintenance and Repair**

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

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

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

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

3.16.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Cypress, BellSouth will notify Cypress. Cypress will

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

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Cypress for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Cypress for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

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

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include but are not limited to the connection between a Loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include but are not limited to the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Cypress when Cypress serves an End User with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.2.3 In the event that Cypress orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge Cypress the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.

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

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

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

4.2.7 Where Cypress purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Cypress end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Cypress the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Cypress shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

4.2.9 **Unbundled Port Features**

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

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

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

4.2.9.4 BellSouth will provide to Cypress selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Cypress will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.10 **Remote Call Forwarding**

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

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

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

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

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

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

4.2.11 **Provision for Local Switching**

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

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

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

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

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

4.2.12 **Local Switching Interfaces**.

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

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

4.2.12.1.2 Coin phone signaling;

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

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

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

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

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

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

4.3 **Tandem Switching**

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

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include but are not limited to the following:

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

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

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

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

4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

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

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

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

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

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

4.3.3 Upon Cypress's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Cypress's traffic overflowing from direct end office high usage trunk groups.

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

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

4.4.2 Cypress shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. AIN Selective Carrier Routing must first be established regionally and then on a per central office per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

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

4.4.5 Upon ordering AIN Selective Carrier Routing Regional Service, Cypress shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit B of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said nonrecurring charge shall be as set forth in Exhibit B of this Attachment. For each Cypress end user activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit B of this Attachment. Cypress shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form

A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Cypress's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Cypress, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

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

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

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

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

4.5 **Packet Switching Capability**

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

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

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

4.5.2.2 There are no spare copper Loops capable of supporting the xDSL services Cypress seeks to offer;

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

has Cypress obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

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

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by Cypress 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 Cypress are not already combined by BellSouth in the location requested by Cypress 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 Cypress are not elements that BellSouth combines for its use in its network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops as defined in Section 2 and unbundled dedicated transport as defined in Section 6. BellSouth shall provide Cypress with EELs where they are available.

5.2.2 EELs are intended to provide service connectivity from an end user's location through that end user's SWC to Cypress's collocation space in a BellSouth central office. The circuit must be connected to Cypress's switch for the purpose of provisioning circuit telephone exchange service to Cypress's End User customers. Cypress may connect EELs within Cypress's collocation space to other transport terminating into Cypress's switch. Cypress may connect the local loops to an unbundled local channel to form an EEL provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon Cypress's request, terminate to a CLEC's Point of Presence (POP). Cypress will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth's request, Cypress shall indicate under what local usage option Cypress seeks to qualify. Cypress shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1.1 through 5.3.1.3 is met. BellSouth shall have the right to audit Cypress's EELs as specified in Section 5.3.3 below.

5.3 Conversions from Special Access Service to EELs

5.3.1 Cypress may convert existing (Currently Combined) special access services to combinations of Loop and transport network elements, whether or not Cypress self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Cypress does not use the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Cypress requests to convert any special access services to combinations of Loop and transport network elements at UNE prices, Cypress shall provide to BellSouth a certification that Cypress is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option Cypress seeks to qualify for conversion of special access circuits. Cypress shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.1.1 **Option 1:** Cypress certifies that it is the exclusive provider of an end user's local exchange service. The Loop-transport combinations must terminate at Cypress's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Cypress is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. Cypress can then use the Loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.1.2 **Option 2:** Cypress certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the Loop portion of the Loop-transport combination have at least 5 percent local voice traffic individually, and the entire Loop facility has at least 10 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The Loop-transport combination must terminate at Cypress's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.1.3 **Option 3:** Cypress certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire Loop facility has at least 33 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual

DS1 circuits must meet this criterion. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Cypress does not need to provide a defined portion of the end user's local service, but the active channels on any Loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.2 In addition, there may be extraordinary circumstances where Cypress is providing a significant amount of local exchange service but does not qualify under any of the three options set forth in Section 5.3.1 et seq. In such case, Cypress may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon either Party's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.3 BellSouth may, at its sole discretion, audit Cypress's records in order to verify compliance with the local usage option provided by Cypress pursuant to Section 5.3.1. The audit shall be conducted by a third party independent auditor, and Cypress shall be given thirty days written notice of BellSouth's intent to audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Cypress shall reimburse BellSouth for the cost of the audit. If, based on the audit, Cypress is not providing a significant amount of local exchange traffic over the combinations of Loop and transport network elements, BellSouth will convert such combinations of Loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill Cypress for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that Cypress is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement.
In the event Cypress converts special access circuits to combinations of Loop and transport UNEs pursuant to the terms of this Section, Cypress shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 Rates

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

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

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

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

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

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

5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

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

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

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

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

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

individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

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

5.5 UNE Port/Loop Combinations

5.5.1 Combinations of port and Loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ Loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.5.2 Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations described in Section 5.5.5 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations not described in Section 5.5.5 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.

5.5.3 BellSouth is not required to provide combinations of port and Loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.5.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Cypress if Cypress's customer has 4 or more DS0 equivalent lines.

5.5.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and Loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/Loop combination, such rate shall be negotiated by the Parties.

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

5.5.5 Combination Offerings

5.5.5.1 2-wire voice grade port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.2 2-wire voice grade Coin port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.3 2-wire voice grade DID port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.4 2-wire CENTREX port, voice grade Loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.5 2-wire ISDN Basic Rate Interface, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.6 4-wire ISDN Primary Rate Interface, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6 **Other UNE Combinations**

5.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Cypress in addition to those specifically referenced in this Section 5 above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent Cypress

requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

5.6.2 Rates

5.6.3 The rates for Ordinarily Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates and nonrecurring rates for the individual network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates for the individual network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent Cypress requests a Not Typically Combined Combination pursuant to this Section 5.6, or to the extent Cypress requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

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

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

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

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

6.1.2 BellSouth shall:

6.1.2.1 Provide Cypress exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and

capabilities of interoffice transmission facilities shared by more than one customer or carrier;

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.2 **Dedicated Transport**

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

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

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

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

6.2.1.3.1 As capacity on a shared UNE facility.

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

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

6.2.2 Technical Requirements

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

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

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

6.2.2.3.1 DS0 Equivalent;

6.2.2.3.2 DS1;

6.2.2.3.3 DS3; and

6.2.2.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

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

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

6.2.2.6 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

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

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

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

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

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

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

6.3.3 Technical Requirements

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

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

6.4 Dark Fiber Transport

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

collocation arrangement in the POP serving wire center. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cypress to utilize Dark Fiber Transport.

6.4.2 Requirements

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

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

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

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

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

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a Signaling control Point (SCP) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (SSP) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Cypress's option, 8XX TFD Service is provided with

or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Cypress.

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

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Cypress must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

8.2.13 BellSouth shall provide Cypress performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Cypress at least at parity with BellSouth Customer Data. BellSouth shall obtain from Cypress the screening information associated with LIDB Data Screening of Cypress data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available,

BellSouth shall offer it to Cypress under the BFR/NBR process as set forth in Attachment 11.

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

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

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

8.3 Interface Requirements

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

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

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

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

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

9 Signaling

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

9.2 **Signaling Link Transport**

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

9.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

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

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

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

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

9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Cypress or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with

the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

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

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

9.4.3 Interface Requirements

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

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

9.4.3.1.2 A B-link interface from Cypress local STPs.

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

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

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

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

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

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

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms

and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

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

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

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

9.7.4 SS7 Network Interconnection shall provide:

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

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

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

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

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

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

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

9.7.9 Interface Requirements

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

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

9.7.9.1.2 B-link interface from Cypress STPs.

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

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

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

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

10 Operator Services (Operator Call Processing and Directory Assistance)

10.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services

including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

10.1.1 Upon request for BellSouth OCP, BellSouth shall:

10.1.2 Process 0+ and 0- dialed local calls.

10.1.3 Process 0+ and 0- intraLATA toll calls.

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

10.1.5 Process person-to-person calls.

10.1.6 Process collect calls.

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

10.1.8 Process station-to-station calls.

10.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.1.11 Process operator-assisted directory assistance calls.

10.1.12 Adhere to equal access requirements**,** providing Cypress local end users the same IXC access as provided to BellSouth end users.

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

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

10.1.15 Direct customer account and other similar inquiries to the customer service center designated by Cypress.

10.1.16 Provide call records to Cypress in accordance with ODUF standards specified in Attachment 7.

10.1.17 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.

10.2 **Directory Assistance Service**

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

10.2.2 DA Service shall provide up to two listing requests per call. If available and if requested by Cypress's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3 DA Service Updates

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

10.3.2 New end user connections;

10.3.3 End user disconnections;

10.3.4 End user address changes.

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

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

10.4.1 BellSouth's branding feature provides a definable announcement to Cypress end users using DA/OCP prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Cypress to have its calls custom branded with Cypress's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three branding offering options to Cypress when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

10.4.3 Upon receipt of the custom branding order from Cypress, the order is considered firm after ten business days. Should Cypress decide to cancel the order, written notification to Cypress's Local Contract Manager is required. If Cypress decides to cancel after ten business days from receipt of the custom branding order, Cypress shall pay all charges per the order.

10.4.4 **UNE Provider Branding via Originating Line Number Screening (OLNS)**

10.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Cypress shall not be required to purchase dedicated trunking.

10.4.4.2 BellSouth Branding is the default branding offering.

10.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Cypress must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Cypress must submit a manual order form which requires, among other things, Cypress's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Cypress shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Cypress's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Cypress end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

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

10.4.5 **Facilities Based Carrier Branding**

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

10.4.5.2 Unbranding is the default branding offering.

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

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

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

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

10.4.6.3 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.

10.4.6.4 Where available, Cypress specific and unique line class codes are programmed in each BellSouth end office switch where Cypress intends to serve end users with customized OCP/DA branding. The line class codes specifically identify Cypress'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 Cypress intends to provide Cypress -branded OCP/DA to its end users in these multiple rate areas.

10.4.6.5 BellSouth Branding is the default branding offering.

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

10.4.6.7 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Cypress to the BellSouth TOPS. These calls are routed to "No Announcement."

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

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

10.4.7.1 Directory Assistance customized branding uses:

10.4.7.2 the recording of Cypress;

10.4.7.3 the loading of the recording in each switch.

10.4.7.4 Operator Call Processing customized branding uses:

10.4.7.5 the recording of Cypress;

10.4.7.6 the loading of the recording in each switch (North Carolina);

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

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

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Cypress end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Cypress agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Cypress agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide Cypress with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30-45 days after receiving an order from Cypress to prepare the Base File.

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

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

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Cypress's directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth

operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide Cypress with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to Cypress by BellSouth upon subscription to the service. Subscription to DADAS requires that Cypress utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC Tariff No. 1.

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

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

11.2 Technical Requirements

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

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

12 Calling Name (CNAM) Database Service

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

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

12.3 BellSouth's provision of CNAM Database Services to Cypress requires interconnection from Cypress to BellSouth CNAM Service Control Points (SCPs).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Basic 911 and E911

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

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

14.3 E911 Service Provisioning. Cypress shall install a minimum of two dedicated trunks originating from the Cypress serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses

as well as other AC signals shall be encoded per the u-255 Law convention. Cypress will be required to provide BellSouth daily updates to the E911 database. Cypress 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, Cypress will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Cypress shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

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

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

15 Operational Support Systems (OSS)

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

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

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

15.3 Denial/Restoral OSS Charge

15.3.1 In the event Cypress provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

15.4 Cancellation OSS Charge

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

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

15.6 Network Elements and Other Services Manual Additive

15.6.1 The Commissions in some states have ordered per-element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that Cypress creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number that identifies a telephone line administered by Cypress.

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

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

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

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, Calling Card number and toll billing exception indicator provided to BellSouth by Cypress.

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

K. GetData – 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.

L. 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 Cypress for originating line numbers.

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 Cypress and pursuant to which BellSouth, its LIDB customers and Cypress shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Cypress's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Cypress 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 Cypress, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Cypress's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

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

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether Cypress 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 and services restrictions, station type, and Account Owner on the lines of Cypress 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 Cypress 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 Cypress of fraud alerts so that Cypress 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 Cypress pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Cypress for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

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

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

IV. Fees for Service and Taxes

A. Cypress will not be charged a fee for storage services provided by BellSouth to Cypress as described in this LIDB Facilities Based Storage Agreement.

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

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																	
		NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
		Manual Service Order Charge, per LSR, Disconnect Only (AL)				SOMAN				1.97							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30		15.66				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30		15.66				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30		15.66				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83				15.66				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16					15.66				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85					15.66				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				15.66				
		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									

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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		15.66				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15		15.66				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15		15.66				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83				15.66				
		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					15.66				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16					15.66				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85					15.66				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				15.66				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30		15.66				
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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36				15.66				
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10				15.66				
	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		15.66				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36				15.66				
	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		15.66				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.09									

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16				15.66				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.88	117.24	79.77	52.88	10.54		15.66				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	32.85	117.24	79.77	52.88	10.54		15.66				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	48.55	117.24	79.77	52.88	10.54		15.66				
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.63	44.16				15.66				
	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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09									
		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		15.66				
		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		15.66				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40				15.66				
	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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				15.66				
	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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		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		15.66				
		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		15.66				
		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		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				15.66				
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.05				15.66				
	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		15.66				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.09									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75				15.66				
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44		15.66				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	31.42	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.01	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	80.00	112.46	65.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	31.42	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	55.01	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	80.00	91.46	54.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48				15.66				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	49.35	135.21	88.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	92.45	135.21	88.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	127.39	135.21	88.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	49.35	114.21	67.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	92.45	114.21	67.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	127.39	114.21	67.05	51.70	9.73		15.66				
		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				15.66				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				15.66				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		170.51	170.51				15.66				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL, UEA	ULM4L		0.00	0.00				15.66				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		170.51	170.51				15.66				
		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				15.66				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		244.42					15.66				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.64					15.66				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.45					15.66				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.15					15.66				
		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		15.66				
		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		15.66				
		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		15.66				
		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		15.66				
		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		15.66				
		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		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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		15.66				
		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		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70		15.66				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70		15.66				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70		15.66				
		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		15.66				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07		15.66				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01					15.66				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38				15.66				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11				15.66				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87				15.66				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87				15.66				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		244.42					15.66				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.64	22.64				15.66				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		519.95	11.32				15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.09									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	19.21	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23.47	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	39.63	107.56	70.09	62.05	17.40		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	19.21	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23.47	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	39.63	107.56	70.09	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.87	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.69	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	32.51	106.16	68.69	55.64	13.29		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.09									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.87	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.69	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	32.51	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.09	101.85	64.38	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	124.69	101.85	64.38	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	294.62	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.09									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.75	83.78	46.32	53.02	10.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.93	83.78	46.32	53.02	10.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	3.96	83.78	46.32	53.02	10.67		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	12.71	100.99	63.53	57.90	13.26		15.66				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	9.69	100.99	63.53	57.90	13.26		15.66				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	14.37	100.99	63.53	57.90	13.26		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	23.75	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	23.75	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	23.75	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.09									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	13.55										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	332.40	3,400.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	13.55										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	357.36	3,400.58	407.00	160.47	90.97		15.66				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	364.17	325.41	325.41				15.66				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	43.70	135.59	135.59				15.66				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	395.12	325.41	325.41								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	73.64	135.59	135.59				15.66				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.16	63.29	46.07	16.79	4.70		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	6.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	6.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.65	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	9.81	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	5.85	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	28.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	8.67	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	8.67	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	8.67	10.54	10.48	5.39	5.36		15.66				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	8.38										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98	451.52	263.94	119.49	83.58		15.66				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	8.38										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58		15.66				
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								
HIGH FREQUENCY SPECTRUM																	
	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		15.66				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	38.99	188.79	0.00	177.98	0.00		15.66				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	377.58	0.00	355.96	0.00		15.66				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.47	0.00	49.84	0.00		15.66				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDC	0.61	18.51	10.60	10.01	4.92		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		16.39	8.19				15.66				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		16.39	8.19				15.66				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.02	9.83		15.66				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83		15.66				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83		15.66				
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	40.01	114.83	0.00	85.03	0.00		15.66				
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		95.66	0.00	68.25	0.00		15.66				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.01	21.19	20.02	9.83		15.66				
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.01	21.19	20.02	9.83		15.66				
		Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.16	17.83				15.66				
		Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.16	17.83				15.66				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90		15.66				
		Interoffice Channel - Dedicated Transpor t- 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		15.66				
		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		15.66				
		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		15.66				
		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		15.66				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.18										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.09										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.09										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	13.97	193.10	33.17	36.64	3.20		15.66				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	13.97	193.10	33.17	36.64	3.20		15.66				
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX	ULDV4	14.93	193.53	33.60	27.11	3.67		15.66				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	35.76	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	49.98	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	107.63	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	6.92										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	416.54	451.52	263.94	119.49	83.58		15.66				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	408.49	451.52	263.94	119.49	83.58		15.66				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	60.32										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		639.09	137.87	317.06	197.66		15.66				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	22.34										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		639.09	137.87	317.06	197.66		15.66				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	60.32										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		639.09	137.87	317.06	197.66		15.66				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.00056										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.58	0.44				15.66				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.94	0.81	4.57	0.54		15.66				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.94	0.81	4.57	0.54		15.66				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.58	1.29				15.66				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.02	1.73				15.66				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.02	0.44				15.66				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.58					15.66				
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery			OHD		0.000565										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.000565										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.00002										
		LIDB Validation Per Query			OQU		0.012002										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.32		42.08			15.66				
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility					15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000142										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000569										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000142										
		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		15.66				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					13.97	193.10	33.17	36.64	3.20		15.66				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.008838										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					21.13	40.54	27.41	16.74	6.90		15.66				
		Local Channel - Dedicated - DS1 - Zone 1					35.76	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 2					49.98	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 3					107.63	177.47	153.72	22.19	15.26		15.66				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.18										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					60.16	89.27	81.81	16.35	14.44		15.66				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			22.95		21.11							
		CNAM For Non DB Owners - Service Establishment			OQV			22.95		21.11							
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			990.88	732.84	268.93	197.74						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			342.33	245.14	275.25	197.74						
		CNAM for DB Owners, Per Query			OQV		0.000902										
		CNAM for Non DB Owners, Per Query			OQV		0.000902										
LNP Query Service																	
		LNP Charge Per query					0.000757										
		LNP Service Establishment Manual						12.52		11.51			15.66				
		LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74		15.66				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
	Facility based CLEC																
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.66				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00				15.66				
	UNEP CLEC																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00				15.66				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				15.66				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.66				
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE																
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00				15.66				
		Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				15.66				
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00				15.66				
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				15.66				
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00				15.66				
		Loading of DA per Switch per OCN						16.00	16.00				15.66				
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.70	84.70	14.11	14.11		15.66				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44		15.66				
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44		15.66				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,098.91		8,590.70			15.66				
		End Office Establishment			SRC	SRCEO		169.88	169.88	1.70	1.70		15.66				
		Query NRC, per query			SRC		0.002749										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.44	39.44	40.69	40.69		15.66				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.83	7.83	9.09	9.09		15.66				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.83	7.83	9.09	9.09		15.66				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.00	35.00	27.06	27.06		15.66				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.88	41.88	11.71	11.71		15.66				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.002188										
		AIN SMS Access Service - Session, Per Minute					0.59										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.73										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.44	39.44	40.69	40.69		15.66				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,202.17	4,202.17				15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Query Charge, Per Query					0.05										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.00582										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.05										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	10.17	7.83	7.83	5.50	5.50		15.66				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.87	8.66	8.66				15.66				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	7.39	7.83	7.83	5.50	5.50		15.66				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.10	8.66	8.66				15.66				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for EELs provisioned as ' Currently Combined' Network Elements.																
	NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		DS1 Channelization System Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	166.10	178.14	93.97	33.26	31.83		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	8.38										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	308.98	451.52	263.94	119.49	83.58		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	8.38										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58		15.66				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54		15.66				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.41	6.58	4.72				15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54		15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.41	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.008838										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.008838										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCVX	ULDV2	13.97	193.10	33.17	36.64	3.20		15.66				
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCVX	ULDV4	14.93	193.53	33.60	37.11	3.67		15.66				
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	35.76	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	49.98	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	107.63	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	6.92										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	416.54	451.52	263.94	119.49	83.58		15.66				
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	6.92										
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	408.49	451.52	263.94	119.49	83.58		15.66				
Optional Features & Functions:																
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		65.00					15.66				
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.00					15.66				
MULTIPLEXERS																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces															
	NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces															
	DS1 to DS0 Channel System (with the higher-level connected to a collocation in the same SWC) per month			UXTD1	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
	DS1 to DS0 Channel System (used to channelize a DS1 Local Channel) per month			ULDD1	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
	DS1 to DS0 Channel System (used to channelize a DS1 Interoffice Channel) per month			U1TD1	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.12	6.58	4.72				15.66				
	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	1.12	6.58	4.72				15.66				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.41	6.58	4.72				15.66				
	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	2.41	6.58	4.72				15.66				
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.53	6.58	4.72				15.66				
	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	0.53	6.58	4.72				15.66				
	DS3 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTD3	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	DS3 to DS1 Channel System (used to channelize a DS3 Local Channel) per month			ULDD3	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	DS3 to DS1 Channel System (used to channelize a DS3 Interoffice Channel per month			U1TD3	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	STS-1 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTS1	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	STS-1 to DS1 Channel System (used to channelize a STS-1 Local Channel) per month			ULDS1	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	STS-1 to DS1 Channel System (used to channelize a STS-1 Interoffice Channel) per month			U1TS1	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
	DS1 COCI used with Loop per month			USL	UC1D1	12.70	6.58	4.72				15.66				
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	12.70	6.58	4.72				15.66				
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	12.70	6.58	4.72				15.66				
	Sub-Loop Feeder															
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	55.09	101.85	64.38	62.05	17.40						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	124.69	101.85	64.38	62.05	17.40						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	294.62	101.85	64.38	62.05	17.40						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG Alabama Residence Dialing Plan without Caller Id			UEPSR	UEPWA	1.38	2.38	2.27	1.42	1.33		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.38	2.38	2.27	1.42	1.33		15.66				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	1.98	0.00	0.00				15.66				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	1.38	2.38	2.27	1.42	1.33		15.66				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Voice Alabama Business Dialing Plan without Caller ID			UEPSB	UEPWB	1.38	2.38	2.27	1.42	1.33		15.66				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.38	2.38	2.27	1.42	1.33		15.66				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	1.98	0.00	0.00				15.66				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.38	31.27	14.85	13.94	0.90		15.66				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	1.98	0.00	0.00				15.66				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.38	2.38	2.27	1.42	1.33		15.66				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.05	119.31	18.74	59.90	3.76		15.66				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	60.09	202.02	95.69	72.59	2.46		15.66				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	9.79	72.77	52.99	47.79	10.74		15.66				
	All Features Offered			UEPTX UEPSX	UEPVF	1.98	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	84.32	203.81	101.56	79.18	20.06		15.66				
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.38	2.38	2.27	1.42	1.33		15.66				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10				15.66				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10				15.66				
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.38	2.38	2.27	1.42	1.33		15.66				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10				15.66				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10				15.66				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007025										
	End Office Trunk Port - Shared, Per MOU					0.0001638										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.000095										
	Tandem Trunk Port - Shared, Per MOU					0.0002015										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000023										
	Common Transport - Facilities Termination Per MOU					0.0003224										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.65										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	1.15	40.19	19.83	24.91	6.63		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPRX	UEPWA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	40.19	19.83	24.91	6.63		15.66				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	1.98	0.00	0.00				15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				15.66				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				15.66				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	33.65										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPBX	UEPWB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	40.19	19.83	24.91	6.63		15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	1.98	0.00	0.00				15.66				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				15.66				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				15.66				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	33.65										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	69.08	32.41	37.43	6.20		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.66				
FEATURES																
	All Features Offered			UEPRG	UEPVF	1.98	0.00	0.00				15.66				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.91	1.90				15.66				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.81	1.90				15.66				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.66				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32				15.66				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	33.65										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	69.08	32.41	37.43	6.20		15.66				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	69.08	32.41	37.43	6.20		15.66				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	69.08	32.41	37.43	6.20		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.66				
FEATURES																
	All Features Offered			UEPPX	UEPVF	1.98	0.00	0.00				15.66				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.91	1.90				15.66				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.91	1.90				15.66				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32				15.66				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.70										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.19										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33.65										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	40.19	19.83	24.91	6.63		15.66				
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	0.00	0.00	0.00	0.00		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.66				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				15.66				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.66				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	36.14										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPFR	UEPAR	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.38	90.38	57.27	48.66	8.77		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPFR	UEPWA	1.38	90.38	57.27	48.66	8.77		15.66				
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.008838										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	1.98	0.00	0.00				15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		8.48	1.87				15.66				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	36.14										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPFB	UEPAW	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPFB	UEPWB	1.38	90.38	57.27	48.66	8.77		15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.008838										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	1.98	0.00	0.00				15.66				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		8.48	1.87				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	36.14										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.38	119.27	69.85	61.18	8.34		15.66				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.38	119.27	69.85	61.18	8.34		15.66				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPFP	UEPA2	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.38	119.27	69.85	61.18	8.34		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.66				
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.008838										
FEATURES																
	All Features Offered			UEPFP	UEPVF	1.98	0.00	0.00				15.66				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		8.48	1.87				15.66				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			22.40										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.88										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			44.17										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.38										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	22.85										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	36.14										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.02	207.31	73.74	107.14	11.20		15.66				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.31	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.31	1.87								
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.78	26.78								
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								

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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
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		27.28										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		37.86										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		53.84										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	19.03										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	29.62										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	45.60										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	8.24	190.01	132.76	100.67	21.28		15.66				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.51	27.02				15.66				
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	1.98	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	21.14	40.54	27.41	16.74	6.90						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.008838	0.00	0.00				0.00				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		166.87										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		238.50										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		398.85										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	82.55										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	154.18										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	314.52										
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	84.32	456.28	259.10	123.88	31.77		15.66				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.07	78.56				15.66				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.49									

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.51									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		23.02									
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.53									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.53									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.53									
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	60.34	89.27	81.81	16.35	14.44		15.66				
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.18										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		142.64										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.26										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		374.61										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	82.55										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	154.18										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	314.52										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	60.09	454.49	253.23	117.29	14.17		15.66				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.49	67.02				15.66				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.49	67.02				15.66				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.49	67.02				15.66				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.48	14.48				15.66				
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	60.16	89.27	81.81	16.35	14.44		15.66				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.18	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	82.55	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	154.18	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	314.52	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	101.40	0.00	0.00								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	202.80	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	405.60	0.00	0.00								
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	608.40	0.00	0.00								
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	811.20	0.00	0.00								
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,014.00	0.00	0.00								
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,216.80	0.00	0.00								
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,622.40	0.00	0.00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,028.00	0.00	0.00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,433.60	0.00	0.00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,839.20	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.48	8.36				15.66				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65		15.66				
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00		15.66				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00		15.66				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00		15.66				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.05	0.00	0.00	0.00	0.00		15.66				
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service)			UEPPX	UEPCY	1.15						15.66				
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service)			UEPPX	UEPCT	1.15						15.66				
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	1.15	0.00	0.00				15.66				
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	1.15	0.00	0.00				15.66				
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	54.55					15.66				
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	77.03					15.66				
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	1.98	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37.29										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	33.65										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.14										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	1.98										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8.05	119.31	18.74	59.90	3.76		15.66				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.56										

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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
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block			UEP91	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21					15.66				
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.02					15.66				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73					15.66				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37.29										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.14										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	1.98										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	1.98										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.46					15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73					15.66				
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37.29										
UNE Loop Rate																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.14										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	1.98										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.46					15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10				15.66				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73					15.66				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37.29										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.14										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	1.98										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	1.98										
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.46					15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73					15.66				
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		34.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		37.29										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	36.14										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.5488										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP93	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	1.98										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	1.98										
	NARS															
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations															
	2-Wire Trunk Side															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Trunk Side Terminations, each			UEP93	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.46					15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.73					15.66				
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																	
		NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN				1.83							
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57		11.90				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83				11.90				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65					11.90				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				11.90				
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	7.69	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	10.92	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	19.38	44.98	20.90	19.65	5.09		11.90				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83				11.90				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00									
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49					11.90				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65					11.90				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57		11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10				11.90				
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56		11.90				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56		11.90				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71		11.90				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71		11.90				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71		11.90				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15				11.90				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	19.28	147.69	94.41	62.23	10.71		11.90				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.40	147.69	94.41	62.23	10.71		11.90				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	48.62	147.69	94.41	62.23	10.71		11.90				
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.61	44.15				11.90				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63		11.90				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63		11.90				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12		11.90				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12		11.90				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39				11.90				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63		11.90				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63		11.90				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12		11.90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12		11.90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		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		11.90				
		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		11.90				
		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		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22		11.90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22		11.90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53		11.90				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04				11.90				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74				11.90				
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63		11.90				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	17.42	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	24.76	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	43.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	17.42	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	24.76	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	43.94	123.81	70.09	60.64	9.12		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47				11.90				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22		11.90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	31.10	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	44.20	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	78.42	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	31.10	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	44.20	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	78.42	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47				11.90				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				11.90				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL, UEA	ULM4L		0.00	0.00				11.90				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52				11.90				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23					11.90				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25					11.90				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25					11.90				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65					11.90				
		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		11.90				
		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		11.90				
		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		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		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		11.90				
		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		11.90				
		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		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		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		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00									
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02					11.90				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87				11.90				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07				11.90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23					11.90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25				11.90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	12.47	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	17.73	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	31.45	106.92	64.46	63.54	14.83		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	12.47	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	17.73	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	31.45	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.83	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.07	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	37.39	109.71	66.68	60.21	12.49		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.83	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.07	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	37.39	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	42.59	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	60.53	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	107.39	133.77	78.02	85.16	21.21		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	3.76	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.35	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	9.49	85.27	42.24	58.54	10.82		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	7.32	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.40	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	18.46	99.66	57.20	60.98	12.28		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	36.53	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	36.53	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	36.53	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.69										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	347.59	3,402.59	407.15	166.83	94.58		11.90				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.69										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	402.09	3,402.59	407.15	166.83	94.58		11.90				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84		11.90			1.83	
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								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00		11.90				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing - per Line Activation -(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61		11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44				11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44				11.90				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		11.90				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61		11.90				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61		11.90				
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	46.07	114.81	0.00	86.20	0.00		11.90				
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and deactivation	I		ULS	ULSTG		95.64	0.00	69.19	0.00		11.90				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61		11.90				
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61		11.90				
		Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.15	17.83				11.90				
		Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.15	17.83				11.90				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transpor t- 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		11.90				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.66	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	27.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	49.58	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88				11.90				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88				11.90				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88				11.90				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70		11.90				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70		11.90				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07				11.90				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				11.90				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				11.90				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15				11.90				
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000203										
		LIDB Validation Per Query			OQU		0.0136959										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.13	55.13	55.13	55.13		11.90				
SIGNALING (CCS7)																	

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03		11.90				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00		11.90				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03		11.90				
		Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05		11.90				
		Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05		11.90				
		Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05		11.90				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.1856										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05		11.90				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
		CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09		11.90				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09		11.90				
		CNAM for DB Owners, Per Query			OQV		0.001024										
		CNAM for Non DB Owners, Per Query			OQV		0.001024										
LNP Query Service																	
		LNP Charge Per query			OQV		0.000852										
		LNP Service Establishment Manual						13.83	13.83	12.71	12.71		11.90				
		LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40		11.90				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																	
	Facility based CLEC																
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				11.90				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00				11.90				
	UNEP CLEC																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00				11.90				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				11.90				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00				11.90				
		Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				11.90				
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00				11.90				
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				11.90				
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00				11.90				
		Loading of DA per Switch per OCN						16.00	16.00				11.90				
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.55	93.55	12.71	12.71		11.90				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0502	11.57					11.90				
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58		11.90				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90				
		End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90				
		Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
		AIN SMS Access Service - Session, Per Minute					0.7809										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86		11.90				
		AIN Toolkit Service - Query Charge, Per Query					0.0535927										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08		11.90				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56				11.90				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08		11.90				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56				11.90				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for EELs provisioned as ' Currently Combined' Network Elements.																
	NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		DS1 Channelization System Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	211.19	115.60	59.93	5.45	0.00		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	386.88	249.97	162.05	67.10	26.82		11.90				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	249.97	162.05	67.10	26.82		11.90				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	211.19	20.06	31.66	5.45	0.00		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84						
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	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		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade Zone3		3	UNCVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.50										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	8.50										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
	Optional Features & Functions:																
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		65.01					11.90				
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.01					11.90				
	MULTIPLEXERS																
	NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces																
	NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces																
		DS1 to DS0 Channel System (with the higher-level connected to a collocation in the same SWC) per month			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
		DS1 to DS0 Channel System (used to channelize a DS1 Local Channel) per month			ULDD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
		DS1 to DS0 Channel System (used to channelize a DS1 Interoffice Channel) per month			U1TD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08				11.90				
		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				11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08				11.90				
		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				11.90				
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08				11.90				
		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				11.90				
		DS3 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		DS3 to DS1 Channel System (used to channelize a DS3 Local Channel) per month			ULDD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		DS3 to DS1 Channel System (used to channelize a DS3 Interoffice Channel per month			U1TD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		STS-1 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		STS-1 to DS1 Channel System (used to channelize a STS-1 Local Channel) per month			ULDS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		STS-1 to DS1 Channel System (used to channelize a STS-1 Interoffice Channel) per month			U1TS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08				11.90				
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08				11.90				
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08				11.90				
	Sub-Loop Feeder																
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	42.59	133.77	78.02	85.16	21.21						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	60.53	133.77	78.02	85.16	21.21						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	107.39	133.77	78.02	85.16	21.21						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80		11.90				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00				11.90				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80		11.90				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80		11.90				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187		11.90				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80		11.90				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26		11.90			1.83	
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10		11.90			1.83	
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93		11.90			1.83	
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00				11.90			1.83	
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23		11.90			1.83	
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80		11.90				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.102	0.102				11.90				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.102	0.102								
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3.74	3.63	1.88	1.80		11.90				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.102	0.102				11.90				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007662										
	End Office Trunk Port - Shared, Per MOU					0.000164										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared, Per MOU					0.000235										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																