

BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy hicks@bellsouth.com

Guy M. Hicks

General Counsel

615 214 6301

Fax 615 214 7406

April 12, 2006

VIA HAND DELIVERY

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

RECEIVED
2006 APR 13 AM 7:52
T.R.A. DOCKET ROOM

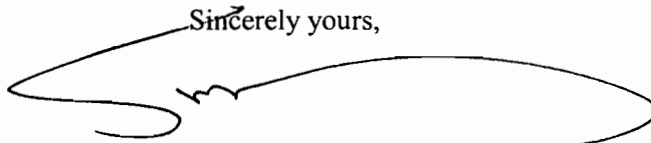
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 06-00102

Dear Chairman Jones:

Enclosed are six paper copies and one electronic copy of the executed Interconnection Agreement between BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. The parties request approval of the Interconnection Agreement by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Bill Peacock, TCG MidSouth, Inc.
Chief Commercial Attorney, TCG MidSouth, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

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

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

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

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

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

This 12th day of April, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

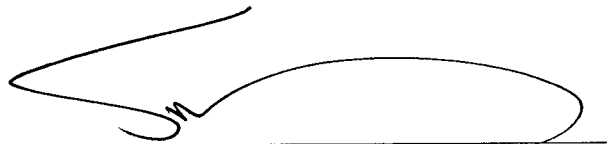
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 12th day of April, 2006.

Bill Peacock
TCG MidSouth, Inc.
6304 Highway 5
Douglasville, GA 30135

Chief Commercial Attorney
TCG MidSouth, Inc.
Legal Department
1230 Peachtree St., N.E.
Fourth Floor
Atlanta, GA 30309

A handwritten signature in black ink, appearing to read 'Guy M. Hicks', is written over a horizontal line.

Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: TCG MidSouth, Inc.

TCG MidSouth, Inc. Tennessee	2
General Terms & Conditions	3
Signature Page	40
General Terms & Conditions Exhibit A Disaster Recovery	41
Attachment 1 Resale TN	51
Attachment 1 Rates	78
Attachment 2 Network Elements and Other Services	79
Attachment 2 Exhibit A Rates	153
Attachment 2 Exhibit B Rates	168
Attachment 3 Local Interconnection	172
Attachment 3 Rates	219
Attachment 4 Collocation TN	221
Attachment 4 Collocation Remote Site	268
Attachment 4 Rates TN	300
Attachment 5 Access to Numbers and Number Portability	306
Attachment 6 Access to Operations Support Systems	312
Attachment 7 Connectivity Billing and Recording	323
Attachment 8 Rights of Way	342
Attachment 9 Service Quality Measurements	382
Attachment 10 Bona Fide Request and New Business Request	384
Attachment 11 Network Security	390
Attachment 12 Acronyms	392
TCG MidSouth Rearrangements Amendment - Tennessee	401

By and Between
BellSouth Telecommunications, Inc.
And
TCG MidSouth, Inc.

AGREEMENT

between

BellSouth Telecommunications, Inc.

and

TCG MidSouth, Inc.

Tennessee

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
AGREEMENT.....	4
PREFACE.....	4
RECITALS	4
DEFINITIONS and ACRONYMS	4
GENERAL TERMS AND CONDITIONS	4
1. Provision of Local Service and Unbundled Network Elements.....	5
2. Term of Agreement.....	5
3. Termination of Agreement; Transitional Support	6
4. Good Faith Performance	7
5. Option to Obtain Services and Elements and Combinations Under Other Agreements	7
6. Responsibility of Each Party	7
7. Governmental Compliance.....	8
8. Responsibility For Environmental Contamination	8
9. Regulatory Matters.....	10
10. Liability and Indemnity.....	11
11. Intellectual Property Rights and Indemnification.....	14
12. Audits and Inspections	17
13. Performance Measurement	19
14. Force Majeure.....	19
15. Certain Federal, State and Local Taxes.....	20
16. Dispute Resolution Process.....	24
17. Notices	24

18. Confidentiality and Proprietary Information.....	25
19. Branding	27
20. Directory Listings Requirements	28
21. Insurance Requirements.....	30
22. Costs	32
23. Disaster Recovery	32
24. Miscellaneous	34
25. Reservation of Rights.....	37

ATTACHMENTS

Attachment 1	Resale
Attachment 2	Unbundled Network Elements
Attachment 3	Local Interconnection
Attachment 4	Collocation
Attachment 5	Access to Numbers and Number Portability
Attachment 6	Access To Operations Support Systems (OSS)
Attachment 7	Connectivity Billing and Recording
Attachment 8	Rights of Way (ROW), Conduits, and Pole Attachments
Attachment 9	Performance Measures
Attachment 10	Bona Fide Request/New Business Request Process
Attachment 11	Network Security
Attachment 12	Acronyms

Exhibit A	Disaster Recovery
-----------	-------------------

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the 14th day of March, 2006, is entered into by and between TCG MidSouth, Inc., a Delaware corporation, wholly owned subsidiary of Teleport Communications Group, having an office at 1230 Peachtree Street, N.E., Atlanta, Georgia, 30309, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

RECITALS

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, TCG is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to sections 251 and 252 of the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, TCG and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 12 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Provision of Local Service and Unbundled Network Elements**

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to TCG's network; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). This Agreement also sets forth the terms, conditions and prices for the Interconnection of TCG's network to BellSouth's network and the intercarrier compensation between the Parties. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 12 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.
- 1.2 Subject to the requirements of this Agreement, TCG may add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3 of the General Terms and Conditions of this Agreement.
- 1.3 BellSouth shall not discontinue Services and Elements provided pursuant to this agreement except as set forth herein. BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides TCG prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to TCG for resale to TCG's end users who are subscribers of such services from TCG until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or TCG end users who may be purchasing any such service.
- 1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

- 2.1 When executed by authorized representatives of BellSouth and TCG, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3 of the General Terms and Conditions.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement (“Subsequent Agreement”) with regard to the terms, conditions and obligations contained in this Agreement.
- 2.3 If, within one hundred and thirty five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while (1) a Subsequent Agreement is actively being negotiated in good faith or alternatively, (2) a timely petition has been filed with the respective state public service commission and the Subsequent Agreement is subject to the respective state Commission arbitration pursuant to 252 of the Act. For the purposes of this Agreement, the Parties are considered in arbitration on the date an arbitration petition is filed with the respective state commission. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. In the event that BellSouth terminates this Agreement as provided herein, BellSouth shall continue to provide service to TCG 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 TCG pursuant to Section 5 of this Agreement. Neither Party shall refuse to provide services to the Other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

3. **Termination of Agreement; Transitional Support**

- 3.1 TCG may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or

condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, TCG's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to TCG or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. TCG agrees that it may not terminate the entire Agreement pursuant to this section.

- 3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

4. **Good Faith Performance**

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

5. **Option to Obtain Services and Elements and Combinations Under Other Agreements**

- 5.1 BellSouth shall make available and TCG may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted. TCG may exercise this option by delivering written notice to BellSouth.
- 5.2 Any dispute between the Parties concerning any election or exercise of an option by TCG under this Section 5 shall be resolved pursuant to the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

6. **Responsibility of Each Party**

- 6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. Governmental Compliance

- 7.1 TCG and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. TCG and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. TCG, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are TCG's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

8. Responsibility For Environmental Contamination

- 8.1 TCG shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous

Materials that TCG did not introduce to the affected Work Location so long as TCG's actions do not cause or substantially contribute to the Release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at TCG's request) and hold harmless TCG and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or its agents introduce to any Work Location or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by TCG's actions.

8.2 BellSouth shall in no event be liable to TCG for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the Release of any Environmental Hazards or Hazardous Materials. TCG shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that TCG, its contractors or its agents introduce to any Work Location or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which TCG is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 "Environmental Hazard" means (1) that a Release (as hereinafter defined) of Hazardous Materials has occurred on premises or property that is related to the performance of this Agreement and that such Hazardous Material is demonstrated through applicable or appropriate testing methods to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States or of the state, county, city or any other political subdivision in which the Release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (2) any event involving, or exposure to, Hazardous Materials which poses risks to human health, safety or the environment (including, without limitation, indoor

or outdoor environments) and is regulated under any applicable laws or regulations as described in (1);

8.3.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation Hazardous Materials Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, et seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; and the following specified substances or materials that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or -derived products or by-products; (3) polychlorinated biphenyls ("PCBs"); and (4) radon.

8.3.3 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

8.3.4 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities TCG or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that TCG, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. TCG shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State

Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to TCG end users contemplated by this Agreement. TCG shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with TCG in obtaining and maintaining any required approvals for which TCG is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with TCG reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to TCG its proposed tariff and obtain TCG's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for TCG the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any legally binding legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of TCG or BellSouth to perform any material terms of this Agreement, TCG or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding) 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 thirty (30) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement. For purposes of this Section 9.3, legally binding means that the legal ruling has not been stayed; no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

10. Liability and Indemnity

10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to TCG during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by BellSouth to TCG during the Contract Year in which such cause arises or accrues.

10.2 Liabilities of TCG - Unless expressly stated otherwise in this Agreement, the financial liability of TCG to BellSouth during any Contract Year resulting from

any and all causes of action arising under this Agreement shall not exceed the amount due and owing by TCG to BellSouth during the Contract Year in which such cause arises or accrues.

10.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss. 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. Neither BellSouth nor TCG 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.

10.4 No Consequential Damages - NEITHER TCG NOR BELL SOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELL SOUTH'S OR TCG'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELL SOUTH'S OR TCG'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR

EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 10, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS PURSUANT TO ATTACHMENT 9 OF THIS AGREEMENT, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

- 10.5 Obligation to Indemnify – Except as provided in Section 11 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents, Licensees or Joint Users in relation to Attachment 8, (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.
- 10.6 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost,

to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnatee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnatee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnatee and also shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

- 10.7 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, OR UNLESS ANY APPLICABLE PERFORMANCE MEASUREMENT OBLIGATIONS ESTABLISHED BY THE STATE COMMISSION PROVIDE OTHERWISE, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, OR UNLESS ANY APPLICABLE PERFORMANCE MEASUREMENT OBLIGATIONS ESTABLISHED BY THE STATE COMMISSION PROVIDE OTHERWISE, 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.

11. **Intellectual Property Rights and Indemnification**

- 11.1 Use of Mark. No patent, copyright, trademark or any other Intellectual property right is licensed, granted or otherwise transferred by this Agreement except as expressly provided for in this Agreement. Both Parties are strictly prohibited from any use, including but not limited to, in selling, marketing, promoting or advertising of telecommunications services of any name, trade name, service mark or trademark, trade dress or other indicia of origin (collectively, the "Marks") of the Other Party. Notwithstanding the foregoing, either Party may (i) make factual references to the Other Party's name as necessary to respond to direct inquiries from customers or potential customers regarding the source of underlying services or the identity of repair technicians, and (ii) use the Other Party's name in comparative advertising so long as the

reference is truthful and factual, is not likely to cause confusion, mistake or deception, and does not imply any agency relationship, partnership, endorsement, sponsorship, or affiliation by or with the Other Party and provided that the Other Party's name appears in standard type, non-logo format. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as 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. Notwithstanding the foregoing, neither Party is prohibited from stating, advertising and marketing the types of services it provides (e.g., local service, long distance service, etc.).

- 11.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain in 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, trade secret or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 11.3 BellSouth and TCG (if and to the extent BellSouth uses TCG facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software,

pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.

- 11.4 BellSouth Indemnification. BellSouth will defend TCG against claims of infringement arising solely from the use by TCG of Services and Elements and will indemnify TCG for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.
- 11.4.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify TCG shall include the obligation to indemnify and hold TCG harmless from and against any loss, cost, expense or liability arising out of a claim that TCG's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense and at its option, (i) procure for TCG the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.
- 11.5 TCG Indemnification. TCG (if and only to the extent TCG provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of TCG facilities or equipment, including software, and to the extent BellSouth uses TCG facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.
- 11.5.1 For purposes of Section 11.5 of this Agreement, TCG's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of TCG facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by TCG hereunder become, or, in TCG's reasonable opinion, be likely to become the subject of a

claim of infringement, or should TCG's use thereof be finally enjoined, then TCG shall, at its expense and at its option, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

- 11.6 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the indemnifying Party to perform or if the indemnifying Party is permanently enjoined by a court of law from providing any infringing facilities or equipment, including software, then either Party shall have the right, in its sole discretion, to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the infringing facilities or equipment, including software.
- 11.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.
- 11.8 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; (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; or (v) use of the facilities or equipment (including software) by indemnitee in violation of this Agreement.
- 11.9 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 11.10 Dispute Resolution. Any claim arising under this Section 11 shall be excluded from the dispute resolution procedures set forth in Section 16 and shall be brought in a court of competent jurisdiction.

12. **Audits and Inspections**

- 12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, TCG may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing including the evaluation authorized in Section 12.2 following. TCG may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth, and shall be conducted over a reasonable period of time.
- 12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by TCG in the form of a credit on the invoice as well as placing a debit on the invoice for underbilling. The credit or debit will be accomplished within two billing cycles after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.
- 12.1.3 BellSouth shall cooperate in any such audit, providing reasonable access to all necessary BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 12.1.4 TCG may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by TCG for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at TCG's expense, subject to reimbursement by BellSouth of any reasonably incurred expense in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by TCG hereunder by an amount that is, on an annualized basis, greater than four percent (4%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to TCG or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse TCG the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party and shall be conducted over a reasonable period of time.

12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making a refund of any overpayment by TCG in the form of a credit on the invoice as well as placing a debit on the invoice for underbilling. The credit or debit will be accomplished within two billing cycles after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

12.2.2 The Parties shall cooperate in any such audit, providing reasonable access to all necessary employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

13. Service Quality Measurement

13.1 Service Quality Measurements shall be as set forth in Attachment 9 of this Agreement.

13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to TCG for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.

13.3 BellSouth shall provide, for the facilities and equipment of TCG, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other Party to which BellSouth provides interconnection.

13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to TCG by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

14. Force Majeure

- 14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.
- 14.2 Notwithstanding Section 14.1 of this Agreement, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance and the Party failed to implement such plan. This limitation applies only to the extent that the Party's implementation of the Disaster Recovery Plans would have avoided the failure or delay.
- 15 Certain Federal, State and Local Taxes
- 15.1 Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on either of the Parties, and measured by the charges or payments for the services furnished hereunder, excluding any taxes levied on income.
- 15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser
- 15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

- 15.2.2 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.
- 15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller
- 15.3.1 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.
- 15.3.2 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, to the extent permitted by Applicable law, 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.
- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In 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 and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. 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.
- 15.3.4 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.
- 15.3.5 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.

- 15.3.6 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 reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser
- 15.4.1 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.
- 15.4.2 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, to the extent permitted by Section 15 with respect to the billing of services provided hereunder, 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.
- 15.4.3 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 and with respect to whether to contest the imposition 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 or fees, provided, however, the Parties agree to consult in good faith as to such contest and 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, providing Party shall permit 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.

- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 15.4.5 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 with the imposing authority, 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.
- 15.4.6 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.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing Party elects to contest or which purchasing Party provides written authorization for the providing Party to undertake on behalf of the purchasing Party.
- 15.4.8 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.

15.5 Mutual Cooperation

15.5.1 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. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16 Dispute Resolution Process

Except as otherwise stated in this Agreement, i.e. the process for resolving billing disputes as described in Attachment 7, Section 1.13, the Parties agree that any other dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, may be taken to the Commission for resolution. The Parties may, by mutual agreement, agree to an alternative dispute resolution mechanism for any dispute, except billing disputes shall be resolved as described in Attachment 7, Section 1.13. Each Party reserves the rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

17 Notices

17.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

 If to TCG:

 Bill Peacock
 TCG
 6304 Highway 5
 Douglasville, GA 30135
 bpeacock@att.com

 Chief Commercial Attorney
 TCG
 Legal Department

1230 Peachtree St., N.E.
Fourth Floor
Atlanta, GA 30309

If to BellSouth:

Assistant Vice President
TCG Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

General Counsel -Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

- 17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18 Confidentiality and Proprietary Information

- 18.1 For the purposes of this Agreement, “Confidential Information” means confidential or proprietary technical or business Information given by one Party (the “Discloser”) to the other Party (the “Recipient”) and identified by the Discloser as Confidential Information in accordance with this Section. All information which is to be treated as Confidential Information under this Agreement shall:

- 18.1.1 If in written, graphic, electromagnetic, or other tangible form, be marked as “Confidential Information”; and

- 18.1.2 If oral, (i) be identified by the Discloser at the time of disclosure to be “Confidential Information”, and (ii) be set forth in a written summary which identifies the information as “Confidential Information” and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

- 18.1.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

However, the Recipient is not responsible for its disclosure of any information conveyed prior to such correction.

- 18.2 In addition to any requirements imposed by 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the

requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

- 18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination 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.
- 18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19 Branding

- 19.1 In those instances where TCG requires BellSouth personnel or systems to interface with TCG end users, such personnel shall identify themselves as representing TCG, and shall not identify themselves as representing BellSouth. Except for material provided by TCG, all forms, business cards or other business materials furnished by BellSouth to TCG end users shall be subject to TCG's prior review and approval. In no event shall BellSouth, acting on behalf of TCG pursuant to this Agreement, provide information to TCG local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for TCG to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets TCG's branding requirement. For installation and repair services, TCG agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). TCG will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify TCG of material supply exhaust in sufficient time that material will always be available.

BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute TCG's Leave Behind Material.

20 Directory Listings Requirements

- 20.1 BellSouth shall make available to TCG, for TCG subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall TCG subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.
- 20.2 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. TCG and BAPCO have entered into an agreement regarding BAPCO's treatment of TCG's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory Listings database, which includes TCG's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 20.2.1 below. Subject to execution of such agreement between TCG and BAPCO, BAPCO shall publish directory listings as follows:
- 20.3 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to TCG or any TCG Customer other than the applicable OSS service order charges as described in Attachment 6 of this Agreement, one white pages basic Directory Listing for each TCG Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any TCG Customer whose Directory Listing has been identified as non-published. TCG will be required to provide to BellSouth the names, addresses and telephone numbers of all TCG end users that wish to be omitted from directories.
- 20.4 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for TCG for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to TCG for its Customers at the applicable wholesale discount set forth in Attachment 1.

- 20.5 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to TCG for its end users. Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each TCG end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide “lead” information on TCG end users to its Yellow Pages directory publishing Affiliate without written permission from TCG.
- 20.6 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to TCG’s end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of TCG Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth’s own listings or those of its Affiliates.
- 20.7 Reserved Rights. TCG reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges TCG a rate for inclusion of TCG’s unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.
- 20.8 Directory Listings Database
- 20.8.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, TCG and any other carrier for whom BellSouth has agreed to publish Directory Listings. TCG and BellSouth shall cooperate to ensure that Directory Listing information relating to TCG end users is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth’s Directory Listings database is updated for information relating to BellSouth’s end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise TCG as soon as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to TCG.

- 20.8.2 Third Party Access to Directory Listings Database. TCG authorizes BellSouth to provide Directory Listings of TCG end users to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.
- 20.8.3 Co-operation. TCG and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an TCG end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either Party, TCG and BellSouth will in good faith mutually develop a process for escalating and resolving such issues. Neither BellSouth nor its agent shall be liable for the content and accuracy of any SLI provided by TCG under this Agreement.

21 Insurance Requirements

21.1 Insurance

- 21.1.1 TCG shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and with the exception of insurance policies issued by TCG's affiliated captive insurance company underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 21.2 TCG shall maintain the following specific coverage, with BellSouth as an additional named insured:
- 21.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be included as an Additional Insured on the Commercial General Liability policy with respect to the activities of TCG pursuant to this Agreement, for which TCG has legally assumed responsibility.
- 21.2.2 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- 21.2.3 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 21.2.4 All Risk Property coverage on a full replacement cost basis insuring all of TCG's real and personal property situated on or within BellSouth's Central Office location(s).
- 21.2.5 TCG may elect to purchase business interruption and contingent business interruption.
- 21.3 The limits set forth in Section 21.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to TCG to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 21.4 To the extent of BellSouth's coverage as an additional insured under TCG's Commercial General and Excess/Umbrella Liability policies, such policies shall be deemed to be primary and not contributing to any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all TCG's property has been removed from BellSouth's Premises, whichever period is longer. If TCG fails to maintain required coverage, BellSouth may, after a cure period of thirty (30) business days following TCG's receipt of written notice from BellSouth of such lapse, pay the premiums thereon and seek reimbursement of same from TCG.
- 21.5 TCG shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work pursuant to this agreement. Failure to meet this interval may result in construction and equipment installation delays. TCG shall arrange for BellSouth to receive thirty (30) calendar days' advance notice of cancellation from TCG's insurance company except for cancellation due to the nonpayment of premium, for which such advance notice shall be ten (10) calendar days. TCG shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.

Attn.: Risk Management Coordinator

17H53 BellSouth Center

675 W. Peachtree Street

Atlanta, Georgia 30375

- 21.7 TCG must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 21.8 Self-Insurance. If TCG's net worth, including that of its parent company, TCG Corporation, exceeds five hundred million dollars (\$500,000,000), TCG may elect to self insure in lieu of obtaining any of the insurance required in Section 21. TCG shall provide the most recent audited financial statements for TCG Corporation to BellSouth thirty (30) calendar days prior to the commencement of any work pursuant to this agreement and each year thereafter, as soon as reasonably practical following publication. The ability to self-insure shall continue so long as TCG meets all of the requirements of this Section. If TCG subsequently no longer satisfies this Section, TCG is required to purchase insurance as indicated by Section 21.2.
- 21.9 The net worth requirements set forth in Section 21.8 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to TCG to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 21.10 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 21.11 Costs
- 21.11.1 Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.
- 22 Disaster Recovery**
- 22.1 The Party's Disaster Recovery Plan is as set forth in Exhibit A of this Agreement.
- 23 Other Matters**
- 23.1 The Parties acknowledge that certain provisions of this Agreement incorporate by reference various BellSouth documents and industry publications (collectively referred to herein as the "Provisions"), and that such Provisions may change from time to time. The Parties agree that: 1) Any change or alteration made as a result of the Change Control Process (CCP), a revision to ANSI or Telcordia guidelines or OBF guidelines or where TCG agrees in writing to such change or alteration, any such change or any change or alteration shall become effective with respect to TCG pursuant to the terms of the notice to TCG via the applicable Internet website posting; 2) Any changes

that (a) alter, amend or conflict with any term of this Agreement, (b) changes any charge or rate, or the application of any charge or rate, specified in this Agreement, will be implemented through amendment of this Agreement; and 3) any changes made by BellSouth to any other provisions that are referenced in this agreement, may be challenged by TCG and such challenge will be subject to the dispute resolution provisions of this Agreement. In the event the Parties disagree as to whether any alteration or amendment described in this Section is effective as to TCG pursuant to the requirements of this Section, either Party may file a complaint with the Commission pursuant to the dispute resolution provisions of this Agreement, and until a Commission issues its order regarding the dispute, the change shall not take effect. Challenges made by TCG after changes have become effective will be subject to the dispute resolution provisions, however the change shall remain in place until a Commission issues its order regarding the dispute.

24 Miscellaneous

24.1 Delegation or Assignment

24.1.1 Subject to Section 24.2.1 below, BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TCG, which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of TCG to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void. In no event shall BellSouth require that this Agreement be assigned to an Affiliate of TCG in order for such Affiliate to order Interconnection, Network Elements or services hereunder.

24.2 Transfer of Exchanges

24.2.1 If BellSouth wishes to sell, exchange, or otherwise transfer ownership of any exchange in a portion of Mississippi served by BellSouth as an incumbent local exchange carrier ("Transfer") to a third party, BellSouth shall first apply to and gain written approval of the Mississippi Commission. As used in the previous sentence, the term incumbent local exchange carrier shall be defined as stated in 47 U.S.C. § 251(h). BellSouth will use its best efforts to facilitate discussions between TCG and the purchaser or transferee of the exchange. BellSouth is not obligated to advocate on behalf of TCG for the purchaser or transferee to adopt the interconnection terms.

24.3 Subcontracting

- 24.3.1 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

24.4 Nonexclusive Remedies

- 24.4.1 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 or in equity.

24.5 No Third-Party Beneficiaries

- 24.5.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

24.6 Referenced Documents

- 24.6.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, TCG Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, TCG Practice, BellSouth Practice, or publication of industry standards (unless TCG elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement.

24.7 Applicable Law

- 24.7.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Georgia other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case

federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

24.8 Amendments or Waivers

24.8.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

24.9 Severability

24.9.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.10 Entire Agreement

24.10.1 This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

24.11 Survival of Obligations

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

24.12 Executed in Counterparts

- 24.12.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

24.13 Headings of No Force or Effect

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

24.14 Notice of Network Changes

- 24.14.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to TCG of any network change that will affect TCG's performance or ability to provide service or that will affect BellSouth's interoperability with TCG. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et seq.

24.15 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 24.15.1 To the extent technically feasible, BellSouth maintains call detail records for TCG end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for TCG end users for the same length of time it maintains such information for its own end users.
- 24.15.2 TCG agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to TCG end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 24.15.3 Where BellSouth is providing to TCG telecommunications services for resale then TCG agrees that in those cases where TCG receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to TCG end users, if TCG does not have the requested information, TCG will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 24.15.4 In all other instances, TCG will provide TCG end user and/or other customer information that is available to TCG in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to TCG end users, BellSouth will advise the law enforcement

agency initiating the request to redirect the subpoena or court ordered request to TCG.

24.16 Filing of Agreement

24.16.1 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, the Parties shall equally share the cost of such filing and/or public interest notice fee.

24.17 Other Proceedings

24.17.1 Upon written request by TCG, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47 U.S.C. § 271 thereunder. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within sixty (60) days after receipt of the request from TCG, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body. TCG's rights pursuant to this Section shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to TCG under this Agreement.

25. Reservation of Rights

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 3/14/06

TCG MidSouth, Inc.

By: 

Name: Stephen G. Huels

Region Vice President -
Title: Global Access Management

Date: 3-09-06

EXHIBIT A
BellSouth Disaster Recovery Plan

CONTENTS

	<u>PAGE</u>
1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment)	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier ("CLEC"), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center ("NMC") will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center ("ECC") and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' NMC and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made

available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office ("CO") would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center ("SWC"), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a SWC will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 1

Resale

Table of Contents

1. Discount Rates	3
2. Definition of Terms.....	3
3. General Provisions.....	4
4. BellSouth's Provision of Services to TCG.....	8
5. Maintenance of Services	9
6. Discontinuance of Service.....	10
7. Operator Services (Operator Call Processing and Directory Assistance).....	10
8. Line Information Database (LIDB)	14
9. RAO Hosting	14
10. Optional Daily Usage File (ODUF)	14
11. Enhanced Optional Daily Usage File (EODUF)	15
Resale Restrictions	Exhibit A
Line Information Database (LIDB) Storage Agreement	Exhibit B
Optional Daily Usage File (ODUF) C	Exhibit
Enhanced Option Daily Usage File (EODUF)	Exhibit D
Resale Discounts and Rates	Exhibit E

RESALE

1. Discount Rates

- 1.1 The discount rates applied to TCG 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 TCG for the purposes of resale to TCG'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. In no event shall TCG be required to agree to volume or term commitments as a condition for obtaining Resold services at wholesale rates.

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 and is not an incumbent Local Exchange Carrier.
- 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 TCG, 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 TCG for resale those telecommunications services BellSouth makes available, at retail to subscribers, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, who are not telecommunications carriers.
- 3.1.1 When TCG 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. For purposes of this agreement, the tariffing state is defined as the state the central office is in that provides dialtone. The serving state is defined as the state where the end user is located.
- 3.1.2 In Tennessee, if TCG does not resell Lifeline service to any end users, and if TCG 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 TCG resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon TCG 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 TCG 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 TCG 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 TCG must resell services to other End Users.
- 3.2.2 TCG cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.2.3 The provision of services by BellSouth to TCG does not constitute a joint undertaking for the furnishing of any service.

- 3.3 TCG 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 TCG for said services.
- 3.4 TCG 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 may directly serve any End User within the service area of TCG. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of TCG. 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 TCG 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 When either Party contacts 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, the Party will comply with all applicable orders of the state Commissions regarding such contact.
- 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, in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

- 3.10 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to TCG's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.11 If TCG 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, TCG 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.
- 3.12 Facilities and/or equipment utilized by BellSouth to provide service to TCG remain the property of BellSouth.
- 3.13 White page directory listings for TCG End Users will be provided in accordance with Section 20 of the General Terms and Conditions.
- 3.14 Service Ordering and Operational Support Systems (OSS)
- 3.14.1 TCG 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 TCG 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.
- 3.14.2 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.
- 3.14.3 Denial/Restoral OSS Charge. In the event TCG provides a list of End Users 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.
- 3.14.4 Cancellation OSS Charge. TCG will incur an OSS charge for an accepted LSR that is later canceled.
- 3.15 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")
- Call Forward on Busy/Don't Answer ("CF/B/DA")
- Simple Message Desk Interface – Enhanced ("SMDI-E")
- Simple Message Desk Interface ("SMDI")
- Foreign Exchange ("FX") Interconnect Lines (DS0 and T1) with Multi-Line Hunt Groups ("MLHG"), DID

- 3.15.1 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.16 BellSouth shall provide branding for, or shall unbrand, voice mail services for TCG per the Bona Fide Request/New Business Request process as set forth in Attachment 10 of this Agreement.
- 3.17 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.
- 3.18 In the event TCG acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to TCG that Special Assembly at the wholesale discount at TCG's option. The costs will be provided to TCG prior to providing the service. Such costs could include both recurring and non-recurring charges. TCG shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.19 BellSouth shall provide 911/E911 for TCG End Users in the same manner that it is provided to BellSouth End Users. BellSouth shall provide and validate TCG End User information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its End Users, the TCG End User service information in the Automatic Location Identification/Location Information ("ALI/DMS") databases used to support 911/E911 services.
- 3.20 BellSouth shall bill, and TCG 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.
- 3.21 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to TCG, and TCG shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

- 3.22 BellSouth will notify TCG 30 days in advance via Internet posting of any changes in the terms and conditions under which it offers telecommunications services to its retail end users, pursuant to Commission Orders, that TCG is purchasing for resale to its End Users that increases the prices of such services or proposed the discontinuance of any such services or the function and features associated with such services in whole or in part. TCG recognizes that certain revisions may occur between the time BellSouth notifies TCG of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify TCG of such revisions consistent with BellSouth's internal notification process, but TCG accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by TCG unless caused by the intentional misconduct of BellSouth for the purposes of this Section. With regard to any other information of general applicability to CLECs, BellSouth will also post changes to business processes and policies applicable to existing end user services not being purchased by TCG for resale, notices of new service offerings, and any changes to existing service offerings not being purchased by TCG for resale, or otherwise not requiring an amendment to this Agreement.
- 3.23 Where BellSouth discontinues a Resale Telecommunications Service, TCG shall enjoy the same rights (e.g. transition or grandfather period) that BellSouth's own retail End Users may be subject to with respect to the service.
- 3.24 BellSouth and TCG shall provide local and toll dialing parity to each other with no unreasonable dialing delays. The post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an TCG End User is at least equal in quality to that experienced by a similarly situated BellSouth End User. Except for the loss of features that may be occasioned by the use of remote call forwarding or other number portability technologies, the TCG End User may retain its local telephone number with no loss of features or functionality according to the provisions in Attachment 5. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and TCG shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunication service provider.

4. BellSouth's Provision of Services to TCG

- 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 TCG to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. TCG 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 TCG 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 TCG may resell services within the service area as authorized by its certificate of operation approved by the Commission.
- 4.4 If TCG cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 **Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas**
- 4.5.1 When TCG resells a BellSouth private line service that BellSouth is jointly provisioning with an ICO, the parties agree that the discount is not applicable on the ICO portion of the service.
- 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 TCG 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 TCG accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 TCG will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, TCG shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill TCG 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 End Users for the same services.
- 5.7 BellSouth reserves the right to contact TCG's End Users, if deemed necessary, for maintenance purposes.

6. Annoyance Calls

- 6.1 BellSouth will continue to process calls made to the Annoyance Call Center and will advise TCG 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 TCG and/or the End User against any claim, loss or damage arising from providing this information to TCG. It is the responsibility of TCG 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 pursuant to Attachment 7 of this Agreement, incorporated herein by reference.

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

- 7.1 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, Operator-assisted Directory Assistance, and rate quotes.
 - 7.1.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 7.1.2 Process 0+ and 0- dialed local calls
 - 7.1.2 .2 Process 0+ and 0- intraLATA toll calls.
 - 7.1.3 Process calls that are billed to TCG end user's calling card that can be validated by BellSouth.
 - 7.1.4 Process person-to-person calls.

- 7.1.5 Process collect calls.
- 7.1.6 Provide the capability for callers to bill a third party and shall also process such calls.
- 7.1.7 Process station-to-station calls.
- 7.1.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 7.1.9 Process emergency call trace originated by Public Safety Answering Points.
- 7.1.10 Process operator-assisted directory assistance calls.
- 7.1.11 Adhere to equal access requirements, providing TCG local end users the same IXC access that BellSouth provides its own operator service.
- 7.1.12 Exercise at least the same level of fraud control in providing Operator Service to TCG that BellSouth provides for its own operator service.
- 7.1.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 7.1.14 Direct End User account and other similar inquiries to the customer service center designated by TCG.
- 7.1.15 Provide call records to TCG in accordance with ODUF standards.
- 7.1.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 7.2 Directory Assistance Service
 - 7.2.1 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.
 - 7.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by TCG'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.
- 7.3 Directory Assistance Service Updates
 - 7.3.1 BellSouth shall update end user listings changes daily via the Directory Assistance Database. In addition, BellSouth will provide service to TCG that is equal to the service it provides to itself and its end users. These changes include:

- 7.3.2 New end user connections
- 7.3.3 End user disconnections
- 7.3.4 End user address changes
- 7.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 7.4 Branding for Operator Call Processing and Directory Assistance
 - 7.4.1 BellSouth's branding feature provides a definable announcement to TCG 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 TCG'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.
 - 7.4.2 BellSouth offers three branding offering options to TCG when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
 - 7.4.3 Upon receipt of the branding order from TCG, the order is considered firm after ten (10) business days. Should TCG decide to cancel the order, written notification to TCG's BellSouth Account Executive is required. If TCG decides to cancel after ten (10) business days from receipt of the branding order, TCG shall pay all charges per the branding order as set forth in Exhibit E to this Attachment.
 - 7.4.4 Branding via Originating Line Number Screening (OLNS)
 - 7.4.4.1 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 TCG shall not be required to purchase dedicated trunking.
 - 7.4.4.2 BellSouth Branding is the default branding offering.
 - 7.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, TCG 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, TCG must submit a manual order form which requires, among other things, TCG's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. TCG shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon TCG's purchase of Unbranding and Custom Branding using

OLNS software for any particular TOPS, all TCG end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement. Orders for Unbranding or Custom Branding via OLSN software shall be completed in approximately sixty (60) days.

7.4.4.4 Rates for Unbranding and Custom Branding via OLSN 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 OLSN software, TCG 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.

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

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

7.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for TCG 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.

7.4.5.3 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.

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

7.4.5.5 BellSouth Branding is the default branding offering.

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

- 7.4.5.7 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.
- 7.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by TCG to the BellSouth Tops. The calls are routed to "No Announcement."
- 7.4.6 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 TCG requires service.
 - 7.4.6.1 Directory Assistance customized branding uses:
 - 7.4.6.2 the recording of TCG
 - 7.4.6.3 the loading of the recording in each switch.
 - 7.4.6.4 Operator Call Processing customized branding uses:
 - 7.4.6.5 the recording of TCG
 - 7.4.6.6 the loading of the recording in each switch.
 - 7.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the End User is offering service must be loaded.

8. Line Information Database (LIDB)

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

9. RAO Hosting

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

10. Optional Daily Usage File (ODUF)

- 10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of Attachment 1.

11. Enhanced Optional Daily Usage File (EODUF)

- 11.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of Attachment 1.

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

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

IV. Fees for Service and Taxes

- A. TCG will not be charged a fee for storage services provided by BellSouth to TCG, 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 TCG 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 TCG, BellSouth will provide the Optional Daily Usage File (“ODUF”) service to TCG pursuant to the terms and conditions set forth in this section.
- 2 TCG shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 3 Optional Daily Usage File (“ODUF”) contains completed messages and operator attempted messages that were carried over the BellSouth Network and processed by BellSouth but belongs to TCG. BellSouth will provide TCG usage data for TCG customers only and will not submit other local carrier usage data as part of the TCG usage data. In the rare event an order error causes BellSouth to deliver other carriers messages in the TCG ODUF feed, BellSouth will send TCG killer/cancel records to back out such records and if billed, BellSouth will credit all charges associated with such records.

Charges for delivery of the Optional Daily Usage File will appear on TCGs’ monthly bills for the previous month’s usage. The charges are as set forth in Exhibit A to this Attachment 7, incorporated herein by this reference.
- 4 The Optional Daily Usage File will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (“ATIS”) EMI record format.
- 5 Messages that error in the billing system of TCG will be the responsibility of TCG. If, however, TCG should encounter significant volumes of errored messages that prevent processing by the TCG within its systems, BellSouth will work with TCG to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.
 - 6.1 Usage To Be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to TCG:

Exhibit C, Page 2 of 4

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to TCG.
- 6.1.4 In the event that TCG detects a duplicate on Optional Daily Usage File they receive from BellSouth, TCG will drop the duplicate message (TCG will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to TCG via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage File will be a variable block format (The data on the Daily Usage File 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) may be required between BellSouth and TCG for the purpose of data transmission. Where a dedicated line is required, TCG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TCG will also be responsible for any charges associated with this line. Equipment required

of 4

on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TCG. Additionally, all message toll charges associated with the use of the dial circuit by TCG will be the responsibility of TCG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on TCG end for the purpose of data transmission will be the responsibility of TCG.

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

- 6.6.1 Upon request from TCG, BellSouth shall send test files to TCG for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that TCG set up a production (LIVE) file. The live test may consist of TCG's employees making test calls for the types of services TCG requests on the Optional Daily Usage File. These test calls are logged by TCG, 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 TCG, BellSouth will provide the Enhanced Optional Daily Usage File ("EODUF") service to TCG 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 TCG shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 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 Enhanced Optional Daily Usage File will appear on TCGs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment 7, incorporated herein by this reference.
- 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 TCG will be the responsibility of TCG. If, however, TCG should encounter significant volumes of errored messages that prevent processing by TCG within its systems, BellSouth will work with TCG to determine the source of the errors and the appropriate resolution.
- 7 The following specifications shall apply to the Optional Daily Usage File.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to TCG:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time

Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to TCG.
- 7.1.3 In the event that TCG detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, TCG will drop the duplicate message (TCG will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The Enhanced Optional Daily Usage File will be distributed to TCG over their existing ODUF File. The EODUF messages will be intermingled among TCG's 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 holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and TCG for the purpose of data transmission. Where a dedicated line is required, TCG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TCG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TCG. Additionally, all message toll charges associated with the use of the dial circuit by TCG will be the responsibility of TCG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on TCG end for the purpose of data transmission will be the responsibility of TCG.

Exhibit D, Page 3 of 3

7.3 Packing Specifications

Version 2Q03: 07/21/03

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (“OCN”), From Revenue Accounting Office (“RAO”), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TCG which BellSouth RAO that is sending the message. BellSouth and TCG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TCG and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS & RATES - Tennessee														Attachment: 1 Exh E					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring First	Add'l	Nonrecurring First						
														SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								16.00									
		Business %								16.00									
		CSAs %								16.00									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOME C		10.80	0.00	10.80	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		22.00	0.00	22.00	0.00					
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 Announcement 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)																	
ODUF/EODUF SERVICES																			
	OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message									0.0000044								
		ODUF: Message Processing, per message									0.002446								
		ODUF: Message Processing, per Magnetic Tape provisioned									35.54								
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.0000339								
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message									0.229779								

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1 INTRODUCTION..... 3

2 UNBUNDLED LOOPS..... 7

3 LINE SHARING 45

4 UNBUNDLED NETWORK ELEMENT COMBINATIONS..... 51

5 DEDICATED TRANSPORT AND DARK FIBER TRANSPORT..... 55

6 LINE INFORMATION DATABASE (LIDB)..... 66

7 AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS)..... 67

8 SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS)
ADVANCED INTELLIGENT NETWORK (AIN) ACCESS 68

9

911/E911.....69

Rates Exhibit A

RatesExhibit B

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 **Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to TCG in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to TCG (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A and B of this Attachment. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties. If TCG purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. Additionally, the provision of a particular Network Element or Other Service may require TCG to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.1.1 BellSouth shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Network Element, service or functionality. In no event shall BellSouth require TCG to purchase any unbundled Network Element in conjunction with any other service or element. BellSouth shall place no use restrictions or other limiting conditions on Network Elements and Combinations purchased by TCG under the terms of this Agreement, except as provided in 47 CFR 51.309. Notwithstanding the above, if TCG requests access to a Loop or subloop, NID functionality shall be provided with such Loop and no additional NID charge shall be included.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment used in the provision of a telecommunications service, as defined by the FCC that BellSouth is obligated to offer TCG pursuant to section 251(c)(3) of the Act. Such term also includes features, functions and capabilities that are provided by means of such facility or equipment. TCG shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of TCG, and to the extent technically feasible, provide to TCG access to its Network Elements for the provision of TCG’s telecommunications services. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties.

- 1.4 TCG may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309, and BellSouth must perform its obligations under 47 C.F.R. 51.309 as well.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. The conversion process should be a seamless process that does not affect the customer's perception of service quality. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to TCG pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to TCG pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from TCG. A Conversion shall be considered termination for purposes of any tariffed volume and/or term commitments and/or grandfathered status between TCG and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.10 and 1.10.1 below.
- 1.6.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, TCG shall undertake a reasonably diligent inquiry to determine whether TCG is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, TCG self-certifies that to the best of TCG's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon TCG's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 1.6.2 Except to the extent expressly provided otherwise in this Attachment, TCG may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event BellSouth determines that TCG has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide TCG with thirty (30) days written notice to disconnect or convert such Arrangements. If TCG fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.7 The Triennial Review
- 1.7.1 BellSouth is required to make, in a nondiscriminatory manner, and as set forth in 47 CFR 51.319(a)(8) and 51.319(e)(5), routine network modifications to transmission facilities used by TCG when the requested facility has already been constructed. Routine network modifications will be made without regard to whether the Loop or facility being accessed was constructed on behalf, or in accordance with, the specifications of any carrier. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.
- 1.7.1.2 BellSouth’s obligation to make routine network modifications applies to all transmission facilities (e.g., Loops and dedicated transport facilities) including, but not limited to, dark fiber facilities.
- 1.8 Commingling of Services
- 1.8.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that TCG has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.
- 1.8.1.1 Unless otherwise required by an appropriate regulatory agency, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. For the purpose of

implementing this section, any change of law shall be accomplished through the process set forth in section 9.3 of the General Terms and Conditions.

- 1.8.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services; 3) is offered for resale pursuant to Section 251(c) 4 of the Act.
- 1.8.3 BellSouth shall also permit TCG to combine any Network Element or Combination of Network Elements provided by BellSouth with compatible network components or services provided by TCG or by third parties to TCG to provide telecommunications services to TCG, its affiliates and to TCG customers.
- 1.8.4 In the provisioning of the Network Element circuit connected to a channelized wholesale transport, where TCG requests that BellSouth perform the commingling, BellSouth shall be subject to the performance measures and penalty provisions of the performance measurement plans approved by the Commission for that particular Network Element.
- 1.8.5 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.
- 1.8.6 BellSouth will bill TCG for multiplexing according to the underlying product consistent with what is ordered by TCG. For example, if TCG orders unbundled transport with multiplexing, BellSouth will charge TCG the unbundled rate for multiplexing. If TCG orders special access transport with multiplexing, BellSouth will charge TCG the special access rate for multiplexing. Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the lower grade of service. To the extent that special access DS3 circuits include multiplexing across the entire DS3, no additional DS3/DS1 multiplexing shall be charged for the EELs provisioned on the same DS3.
- 1.9 If TCG reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge TCG for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. TCG is not obligated to pay for the dispatch if a subsequent (within 10 days of original trouble) new trouble ticket addressing the same condition is opened and trouble is found on BellSouth's network and corrected.

- 1.10 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, TCG should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.10.1 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.
- 1.11 Rates
- 1.11.1 The prices that TCG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If, at its option, TCG purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.11.2 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.
- 1.11.3 If TCG 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 TCG in accordance with FCC No. 1 Tariff, Section 5.
- 1.11.4 Fractionalized billing shall apply to all Network Elements and Combinations such that recurring charges will be prorated based upon the number of days that the Network Elements or Combinations are in service. Non-recurring charges shall not be fractionalized.

2 Unbundled Loops

2.1 General

- 2.1.1 BellSouth shall provide TCG with nondiscriminatory access to the local Loop on an unbundled basis, in accordance with section 251 (c) (3) of the Act as set forth in 47 CFR 51.319 (a)(1) through (a)(9). The local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the Loop demarcation point at an end user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters
- 2.1.2 and load coils) used to establish the transmission path to the end user customer premise as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.

- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 Fiber to the Home (FTTH) Loops are local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an end user's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) Loops are local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the end user's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective end user's premises.
- 2.1.1.3 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, or FTTC facilities, BellSouth is under no obligation to provide access to such FTTH and FTTC Loops when BellSouth deploys such a Loop to an end user customer premises that previously has not been served by any Loop facility (FCC Rule).
- 2.1.1.4 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to TCG on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. After the copper Loop facility is retired, BellSouth will offer a 64kbps voice grade channel over its FTTH/FTTC facilities. When BellSouth retires a copper Loop facility currently utilized by TCG when TCG uses its central office collocated DSLAM to provide a connection between an end user and an internet service provider, the parties acknowledge that the provision of a 64kbps voice grade channel over BellSouth's FTTH/FTTC facilities will not permit TCG to continue to provide such a connection to its customer. Consequently, and in order to alleviate this situation, which is anticipated to happen infrequently, when such a copper Loop facility retirement impacts an existing TCG customer in this manner, BellSouth agrees to provide to TCG a connection between TCG's end user and the selected ISP that provides the same functionality that TCG provided to that end user using the now-retired copper facility, at a rate equal to the rate paid by TCG for the conditioned copper Loop facility previously used to serve that customer. This provision can only be invoked, during the life of this agreement, to serve up to a total of 50 customers.
- 2.1.1.5 In FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth must maintain the existing copper Loop connected to the particular customer premises but, is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by TCG. If a request is received by BellSouth for a copper Loop,

and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to a serviceable condition, if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will apply to those copper Loops that BellSouth continues to maintain. For those copper Loops that BellSouth has not continued to maintain, BellSouth will use its best efforts to meet the standard provisioning intervals. Where BellSouth cannot meet the standard provisioning interval, the order will be handled on a project basis by which the parties will negotiate the applicable provisioning interval.

- 2.1.1.6 For hybrid Loops, where TCG seeks access to a hybrid Loop for the provision of broadband services, BellSouth shall provide TCG with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid Loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an end user's customer premises.
- 2.1.1.6.1 When TCG seeks access to a hybrid Loop for the provision of narrowband services, BellSouth shall either provide non-discriminatory access to an entire hybrid Loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing technology or provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis.
- 2.1.1.7 For purposes of this Agreement, and not by way of limitation, the phrase end user customer premises shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
- 2.1.1.8 Transition for DS1 and DS3 Loops
- 2.1.1.8.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.1.8.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.1.1.8.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for TCG as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.1.1.8.5.1 or 2.1.1.8.5.2. Subsequent disconnects or loss of end users shall be removed from the Embedded Base.
- 2.1.1.8.3 Excess DS1 and DS3 Loops are those TCG DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.1 and 2.3.13,

respectively. Subsequent disconnects or loss of end users shall be removed from Excess DS1 and DS3 Loops.

- 2.1.1.8.4 For purposes of this Section 2, a Business Line, Wire Center, and Fiber-Based Collocator are defined in 47 C.F.R. § 51.5.
- 2.1.1.8.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.1.8 only for TCG's Embedded Base during the Transition Period:
 - 2.1.1.8.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.1.8.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.1.8.6 A list of wire centers meeting the criteria set forth in Sections 2.1.1.8.5.1 and 2.1.1.8.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.
- 2.1.1.8.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for TCG's Embedded Base of DS1 and DS3 Loops and TCG's Excess DS1 and DS3 Loops described in this Section 2.1.1.8 shall be as set forth in Exhibit B.
 - 2.1.1.8.7.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to TCG's Embedded Base of DS1 and DS3 Loops that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where TCG timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.
- 2.1.1.8.8 The Transition Period shall apply only to (1) TCG's Embedded Base and (2) TCG's Excess DS1 and DS3 Loops. TCG shall not add new DS1 or DS3 Loops as described in this Section 2.1.1.8 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6.1 of this Attachment and as set forth in Section 2.1.1.8.12 below.
- 2.1.1.8.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.1, no future DS1 Loop unbundling will be required in that wire center.

- 2.1.1.8.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.2, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.1.8.11 No later than December 9, 2005 TCG shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in TCG's Embedded Base of circuits and Excess DS1 and DS3 Loops. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 2.1.1.8.11.1 If TCG fails to submit the spreadsheet(s) specified in Section 2.1.1.8.11 above for at least 95% of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify TCG's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.1.8.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that TCG failed to submit spreadsheets or to convert 5% or less of TCG's Embedded Base and Excess DS1 and DS3 Loops, BellSouth will not convert such 5% or less of its Embedded Base and Excess DS1 and DS3 Loops, but will alert TCG of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by TCG and allow TCG thirty (30) days to convert such DS1 and DS3 Loops. To the extent that TCG fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.
- 2.1.1.8.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.1.8.11 or transitioned pursuant to 2.1.1.8.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.1.8.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.1.8.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.1.8.5, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

- 2.1.1.8.12.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 2.1.1.8.12.3 For purposes of Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops that were in service for TCG in a wire center on the Subsequent Wire Center List as of the fourteenth (14th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.1.8.12.4 Subsequent disconnects or loss of end users shall be removed from the Subsequent Embedded Base.
- 2.1.1.8.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.1.8.12.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List, TCG shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in TCG's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 2.1.1.8.12.6.1 If TCG fails to submit the spreadsheet(s) specified in Section 2.1.1.8.12.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify TCG's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that TCG failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of TCG's Subsequent Embedded Base, but will alert TCG of the 5% or less of its Subsequent Embedded Base that was not converted by TCG and allow TCG thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent TCG fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 2.1.1.8.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.1.8.12.6 or transitioned pursuant to Section 2.1.1.8.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.2 The provisioning of a Loop to TCG's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide, found in BellSouth's Local Ordering Handbook, available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals for more than 30 loops 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. For the Project Management described in this section, there will be no additional charge to TCG.
- 2.1.4 The Loop shall be provided to TCG in accordance with applicable industry standard technical references. Absent any applicable industry standards, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b. If BellSouth uses a different set of technical specifications to provide service in its own network or to its retail end users, BellSouth will apply the same technical specifications to the Loops TCG orders from BellSouth.
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered, and at parity with the standards provided to BellSouth retail end users.
- 2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC at no charge to the 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 TCG wants to ensure the Loop is tagged during the provisioning process for Loops that do not require a dispatch (e.g. UVL-SL1,

UVL-SL2, and UCL-ND), TCG may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

- 2.1.5.2 In the event BellSouth must dispatch to the end user's location more than once due to incorrect or incomplete information provided by TCG (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill TCG for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates as set forth in the rate Exhibit 1 below. In the event that the BellSouth technician misreads, misconnects, mislabels, and is required to redispach to complete the order, BellSouth shall bear the cost of the redispach.

Exhibit 1

Rates for Dispatch Due to Incomplete or Incorrect Information										
		AL	FL	GA	KY	LA	MS	NC	SC	TN
POTS	Basic	\$19.67	\$20.52	\$30.44	\$20.52	\$19.44	\$19.72	\$19.44	\$19.69	\$19.44
	OT	\$23.29	\$24.14	\$34.06	\$24.14	\$23.06	\$23.34	\$23.06	\$23.44	\$23.06
	Premium	\$26.90	\$27.75	\$37.67	\$27.75	\$26.67	\$26.95	\$26.67	\$26.92	\$26.67
Special Service	Basic	\$21.98	\$22.83	\$32.75	\$22.83	\$21.75	\$22.03	\$21.75	\$22.00	\$21.75
	OT	\$26.39	\$27.24	\$37.16	\$27.24	\$26.16	\$26.44	\$26.16	\$26.41	\$26.16
	Premium	\$30.79	\$31.64	\$41.56	\$31.64	\$30.56	\$30.84	\$30.56	\$30.81	\$30.56

2.1.6 Loop Testing/Trouble Reporting

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

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

2.1.6.4 In the event BellSouth must dispatch to the end user's location more than once due to incorrect or incomplete information provided by TCG (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill TCG for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. In the event that BellSouth technician misreads, misconnects, mislabels, etc., and is required to redispach to complete the order, BellSouth shall bear the cost of the redispach. BellSouth will assess the applicable Maintenance of Service rates as set forth in Exhibit 1 of section 2.1.5.2.

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

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

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows TCG to order a specific time for OC to take place. BellSouth will make every effort to accommodate TCG's specific conversion time request. However, BellSouth reserves the right to negotiate with TCG a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. TCG may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If TCG 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.

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

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

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

2.1.8.3 The Loops converted to TCG 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, with the exception of LNP, over which BellSouth has no control in a CLEC to CLEC loop conversion. Such conversions shall be done in an interval no longer than conversions from a CLEC to BellSouth (i.e., winback).

2.1.8.4

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

2.1.9 Bulk Migration

2.1.9.1 If TCG requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, TCG must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, “UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration.” This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unel.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of Loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment. The Parties agree that if an appropriate regulatory body orders a different process, or a “batch cut” process, TCG may elect to use either process, as appropriate.

2.1.10 Provisioning and Coordinated Cutovers

2.1.10.1 Section 2.1.10 contains the initial coordination procedures that the Parties agree to follow when TCG orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which TCG will serve such end users by unbundled Loops and number portability (hereinafter referred to as “Hot Cuts”). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained. Changes to the Hot Cut procedures should be implemented through the CLEC User Group and are subject to resolution through the dispute resolution process set forth in Section 16 of the General Terms and Conditions.

2.1.10.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

- 2.1.10.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by TCG utilizing a coordinated SL1 or SL2 local Loop provided by BellSouth to TCG with Local Number Portability (LNP), incorporated herein by this reference).
- 2.1.10.1.3 TCG shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation (“FOC”) (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).
- 2.1.10.2 Ordering
- 2.1.10.2.1 TCG shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request (“LSR”) using BellSouth’s ordering interfaces described in Attachment 6 to this Agreement, incorporated herein by this reference. TCG may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. Using a coordinated SL1 or SL2 Loop, if project management is required, BST will support project management after hour provisioning dependent on system availability (which include planned maintenance or unplanned outages) and resource availability, which resources will be allocated on a nondiscriminatory basis. The BellSouth PM will make best efforts to secure the necessary resources and will be responsible for ensuring the BST personnel, and support systems or centers necessary are available at the time established for the after hour provisioning. TCG shall specify whether its service order is to be provisioned by BellSouth as either: (a) OC; or (b) OC-TS. OC shall mean the type of service order used by TCG to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 2.1.10.2.3 below, at any time during that day, referred to in this Section as the “Due Date.” OC-TS shall mean the type of service order used by TCG to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 2.1.10.2.3 below and at the particular time specified on the FOC, referred to in this Section as the “Frame Due Time.” TCG shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. TCG will be billed and will pay overtime for conversions requested and occurring outside of BellSouth’s normal hours of operation as defined in Section 2.1.10.2.2 below.
- 2.1.10.2.1.1 Until such time as BellSouth’s systems can deliver the requested frame due time on the FOC as set forth above, TCG shall rely on the time requested on the LSR.
- 2.1.10.2.2 For purposes of this Section, BellSouth’s normal hours of operation for personnel performing physical wire work are defined as follows:

- 2.1.10.2.2.1 Monday – Friday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
- 2.1.10.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
- 2.1.10.2.2.3 The above hours are defined as the time of day where the work is being performed.
- 2.1.10.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth on BellSouth's web site as follows: <http://www.interconnection.bellsouth.com/centers/> and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing TCG support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
- 2.1.10.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to TCG may work shifts outside of BellSouth's regular working hours as defined in Section 2.1.10.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that TCG requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of TCG, BellSouth will not assess TCG additional charges beyond the rates and charges specified in this Agreement.
- 2.1.10.2.2.6 TCG will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, TCG will pay overtime charges subject to the provisions of Section 2.1.10.2.2.5 above, where TCG requests a time specific conversion which based on the completion intervals outlined in Section 2.1.10.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 2.1.10.2.2 above of this Attachment 2 as well as **BellSouth's web site** <http://www.interconnection.bellsouth.com/centers/>, incorporated herein by this reference.
- 2.1.10.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service request to determine whether it contains all the information necessary for BellSouth to process the service request. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by TCG for the current view of the LSR.

- 2.1.10.2.2.8 BellSouth shall provide TCG real-time, electronic access to its LFACS system in the pre-ordering phase to allow TCG (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its Connecting Facility Assignments (“CFA”) prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 6.
- 2.1.10.2.2.9 Upon facility assignment validation by TCG and upon receipt of TCG’s LSR, BellSouth may issue jeopardies to FOCs if BellSouth determines that a CFA assigned on an TCG LSR is in conflict with BellSouth records.
- 2.1.10.2.2.10 Both parties agree that jeopardy clarifications should not occur, provided TCG checks the status of the CFA utilizing the real-time pre-order LFACS access, as referenced in Section 2.1.10.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its’ own CFA database and performing the required physical work. BellSouth and TCG will investigate and address adverse trends of jeopardy clarifications via the improvement mechanism outlined below.
 - 2.1.10.2.2.10.1 TCG or BellSouth (“Petitioner”) shall notify the other Party (“Respondent”) in writing via TCG’s Global Access Management (“GAM”) Group or BellSouth’s TCG Account Team (“Account Team”) of the needed areas of improvement.
 - 2.1.10.2.2.10.2 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.
 - 2.1.10.2.2.10.3 Upon receipt of the response, Petitioner shall either:
 - 2.1.10.2.2.10.3.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or
 - 2.1.10.2.2.10.3.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.
 - 2.1.10.2.2.10.4 If Section 2.1.10.2.2.10.3.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.
 - 2.1.10.2.2.10.5 A mutually agreed upon process under either Section 2.1.10.2.2.10.3.1 or Section 2.1.10.2.2.10.3.2 shall be implemented upon a mutually agreed upon timeframe.

- 2.1.10.2.2.10.6 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement.
- 2.1.10.2.2.10.7 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.
- 2.1.10.2.2.10.8 Nothing in this Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.
- 2.1.10.2.2.11 BellSouth and TCG will work cooperatively to ensure data base integrity is achieved between TCG and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) TCG ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow TCG to identify and synchronize such data base; and (2) BellSouth will ensure that it processes TCG requests for cancellation of local service requests in a time frame that allows TCG to accurately maintain its CFA records.
- 2.1.10.2.2.12 BellSouth will provide TCG with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and TCG will work jointly to identify and resolve any discrepancies between BellSouth and TCG databases containing the CFA assignments.
- 2.1.10.2.3 Firm Order Commitment (“FOC”)
- 2.1.10.2.3.1 Pursuant to Section 2.1.10.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to TCG that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and/or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth’s committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.
- 2.1.10.2.3.2 For the initial LSR, BellSouth should not provide TCG with either a request for clarification or a reject message after BellSouth provides TCG a FOC, except as outlined in Section 2.1.10.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 2.1.10.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 2.1.10.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 2.1.10.3 Provisioning
- 2.1.10.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to TCG.
- 2.1.10.3.1.1 Upon receipt of the FOC pursuant to Section 2.1.10.2.3.1, TCG shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
- 2.1.10.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
- 2.1.10.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) TCG will not re-negotiate nor consider a change in due date and/or due time as a re-negotiation and (c) TCG will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and TCG will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.
- 2.1.10.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, due solely to TCG or TCG's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 2.1.10.3.2 Upon receipt of the FOC, TCG and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 2.1.10.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of

BellSouth facilities, BellSouth shall issue a Pending Facilities (“PF”) status by sending an electronic notice to TCG, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

- 2.1.10.3.2.1.1 PF order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 2.1.10.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and/or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify TCG as soon as the order is placed in PF status in accordance with Section 2.1.10.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment (“MA”) within BellSouth’s internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide TCG estimated service date (“ESD”) information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within five (5) business days from the date the PF condition occurs.
- 2.1.10.3.2.2 TCG shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number (“ImpCon”) Field on the LSR that BellSouth shall commit to call and use for all notification to TCG. In addition, an TCG representative will answer and will respond within five (5) minutes. Response as used in this section shall mean that the TCG agent is ready to receive and record information provided by BellSouth.
- 2.1.10.3.3 TCG will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.
- 2.1.10.3.3.1 BellSouth will advise TCG, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to TCG as outlined in BellSouth’s FOC or time of conversion as mutually agreed to or as ordered by TCG.
- 2.1.10.3.3.2 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 2.1.10.3.4 BellSouth and TCG reserve the right to change its internal hot cut activities as business needs dictate. Any changes to the documented hot cut process are subject to the CLEC User Group guidelines. Issues which cannot be resolved satisfactorily through the CLEC User Group, will be subject to the dispute resolution process as set forth in Section 16 of the General Terms and Conditions of this agreement.

2.1.10.3.5 Loop Cut-Over Timing

2.1.10.3.5.1 BellSouth shall complete the Loop cut-over step and notify TCG of such completion in accordance with this section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 Loops => 60 mins (1 hour); 11-30 Loops => 120 mins. (2 hours) unless project managed; 31+ Loops => Project Managed.

2.1.10.3.5.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.

2.1.10.3.5.3 Intervals for Loops for a single end user on the same local service requests for Loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.

2.1.10.3.5.4 In the event BellSouth does not complete the Loop cut-over step within the appropriate time limit provided in Section 2.1.10.3.5.1 above and notify TCG of such completion in accordance with Section 2.1.10.3.5.1 above, TCG may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

2.1.10.3.6 Completion Notice

2.1.10.3.6.1 BellSouth shall send TCG completion notices when the LSRs are submitted electronically. If submitted manually, TCG may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.

2.1.10.4 New Loop Provisioning – "Loop Only"

2.1.10.4.1 BellSouth will provision new Loops at intervals outlined in the Products and Services Interval Guide.

2.1.10.4.2 TCG will deliver dial tone and telephone number to the TCG collocation point forty-eight (48) hours prior to the due date.

2.1.10.4.3 BellSouth and TCG will notify either party if the due date cannot be met for any reason.

2.1.10.4.4 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.

- 2.1.10.4.5 BellSouth will deliver to the ordered location at the end users premises, Loops as outlined in TR 73600, or in the applicable industry standard.
- 2.1.10.4.6 Where a field visit is required to provision the Loop, BellSouth will test the Loop ordered by TCG to the NID. Testing requested by TCG to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by TCG and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.

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 Loop facility. This may include, but is not limited to, loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that TCG will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by TCG. TCG may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its end users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that TCG may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to TCG. 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 TCG 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 will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a digital transmission scheme or service.

2.3.2 BellSouth shall make available, at a minimum, the following UDLs, subject to the following terms:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 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, OC, and a DLR. TCG will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

- 2.3.3.1 Upon the Effective Date of this Amendment, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Amendment. Existing UDCs that were provisioned prior to the Effective Date of this Amendment may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by TCG or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. TCG may order an ISDN Loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.4 ADSL-capable Loop – an ADSL-capable Loop is a basic copper Loop (2-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to Revised Resistance Design ("RRD") guidelines for non-loaded Loops and is expected to support ADSL service. The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4 –wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDSL-capable Loop provided by BellSouth is designed to Carrier Serving Area (CSA") guidelines for a non-loaded Loop. It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled 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, OC, 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 customer-facing end of the unbundled Loop.
- 2.3.6.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to TCG at any single building in which DS1 Loops are available as unbundled Loops.
- 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 and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which typically enables 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), where allowed by law, that is dedicated to the use of the ordering

CLEC in its provisioning qualifying services or qualifying, services together with nonqualifying telecommunications services and information services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) 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 (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability. If and when, BellSouth develops an Operations Support System or includes DS3 and STS1 in its LFACs system for this type of Loop for BellSouth's retail end users, TCG will be granted nondiscriminatory access to the same detailed information via that OSS at the rates set forth in Exhibit A to this attachment.
- 2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, TCG may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and upon receipt of authorization by TCG and an error free LSR from TCG, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.
- 2.3.12 S3 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.
- 2.3.13 TCG may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.3.14 TCG may access a total capacity of two (2) DS3s per end user location at the Network Element rates set forth in Exhibit A.

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be provisioned according to Resistance Design parameters for non-loaded Loop facilities and will have up to 1300 Ohms of resistance.

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

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by TCG to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth 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.

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

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

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's 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, 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 transmission channel suitable for Loop start signaling and the transport of qualifying services or qualifying, services together with nonqualifying telecommunications services and information services. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth’s assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, upon TCG’s request, BellSouth will provide TCG with non-discriminatory access to the same detailed information about the Loop (e.g., composition, electronics, length, gauge, electrical parameters) that is available to BellSouth in the same time interval it is provided to BellSouth’s retail operations.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that TCG may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by TCG to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth network. The UCL-ND will include a NID at the customer’s location for the purpose of connecting the Loop to the customer’s inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with an existing BellSouth circuit that is currently providing service. OC-TS does not apply to this product.
- 2.4.3.6 TCG may use BellSouth’s Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such

devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according applicable industry standard technical references. Absent any applicable industry standard technical reference, (e.g. Telcordia, NESC, ANSI, NEBS) BST TR 73600 unbundled local Loop technical specifications shall apply in a non- discriminatory manner consistent with 47 CFR 51.311(b), the BellSouth TR 73600.

- 2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.
- 2.5.3 Any copper Loop being ordered by TCG which has over 6,000 feet of combined bridged tap will be modified, upon request from TCG, so that the Loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to TCG. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.
- 2.5.4 TCG may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If TCG requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. TCG will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 TCG may request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that TCG desires BellSouth to condition. However, TCG is responsible for obtaining and providing to BellSouth the information necessary to complete the SI and/or the LSR for line conditioning.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for TCG, TCG will submit a service inquiry to BellSouth. If a spare Loop facility that

meets the Loop modification specifications requested by TCG is available at the location for which the ULM was requested, TCG 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, TCG 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 TCG has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to TCG. 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 TCG (e.g. hairpinning):

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

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

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

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the end user's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a termination device required to terminate one or more lines or circuits 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 TCG to connect TCG'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 TCG may access the end user's customer premises wiring by any of the following means and TCG 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 TCG to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not currently being 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 or cross-connect from the other Party's NID and connect such wiring or cross-connect 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 cross-connect 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 TCG may request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., TCG, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

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 TCG's responsibility to ensure there is no safety hazard, and TCG 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. If the

disconnecting party does not wish to accept these responsibilities, other options exist in which BellSouth will install a NID as a chargeable option.

- 2.7.3.3 Neither Party shall remove or disconnect ground wires from the other party's NIDs, enclosures, or protectors.
- 2.7.3.4 Neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with TCG 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 for the on-premises wiring for any inside wiring owned or controlled by BellSouth or for the Subloop Distribution facilities 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 TCG's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. TCG may request BellSouth to do additional work to the NID on a time and material basis. When TCG deploys its own local Loops in a multiple-line termination device, TCG shall specify the quantity of NID connections that it requires within such device.

2.8 Sub-loop Elements

- 2.8.1 Where technically feasible BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 Unbundled Sub-Loop Distribution

- 2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from a Loop demarcation point on an end user's premises to a BellSouth cross-connect device regardless of the specific nomenclature employed when referring to the 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. TCG will request access to USLD or Unbundled Copper Subloop ("UCSL") through the SI process. The unbundled sub-loop distribution media may be provided using copper twisted pair or coax, if coax is used in the BellSouth distribution system. BellSouth will make available

the following Sub-Loop Distribution offerings where facilities exist or can be made to exist through routine network modifications:

Unbundled Sub-Loop Distribution –Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka
riser cable and campus 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 loop demarcation point on an end user's premises and may have load coils.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the Loop demarcation point on an end user's premises. If available, this facility will not have any intervening equipment such as load coils.
- 2.8.2.3.1 If TCG requests a UCSL and a non-loaded pair is not available, TCG may order unbundled subloop modification on an existing facility. If load coils are removed from any existing subloop, that subloop will be classified as a UCSL. TCG may order, at its option the LMU, at the applicable rates, to determine what Loop modifications will be required, and should TCG request a Loop that requires modification, TCG will be charged the applicable rate for that Loop modification.
- 2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, up to and including the Loop demarcation point on an end user's premises.
- 2.8.2.4.1 Upon request for USLD-INC from TCG, BellSouth will install a cross connect panel which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, for the purpose of accessing USLD-INC pairs. 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 for TCG's use on this cross-connect panel. TCG will be responsible for connecting its facilities to the cross-connect block(s).
- 2.8.2.5 For access to USLD and UCSL, TCG shall install a cable to the BellSouth cross-box in the field to provide continuity to TCG's feeder facilities pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. At TCG's option, this cable would be connected in a nondiscriminatory manner by an TCG or BellSouth technician within the BellSouth

cross-box during the set-up process. TCG's cable pairs can then be connected to BellSouth's USLD within the BellSouth cross-box by the technician.

- 2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by TCG is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet TCG's request, BellSouth will perform the set-up as set forth in the CLEC Information Package.
- 2.8.2.7 The site set-up must be completed before TCG 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 TCG'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. The Estimated Completion date ("ECD") for set up at the cross-box will be sixty (60) days subject to the terrain, and/or obtaining work permits, and equipment delivery. In the event that BellSouth cannot meet the sixty (60) day ECD, BellSouth will notify TCG in writing via the SI process. BellSouth and TCG will work cooperatively to establish a mutually agreeable installation date on an individual case basis.
- 2.8.2.8 Once the site set-up is complete, TCG will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center ("LCSC"). The provisioning of the order will include the disconnect of BellSouth's feeder facilities from BellSouth's distribution facilities, to the extent such cross connects exist. OC is required with USL pair provisioning when TCG requests an existing BellSouth circuit that is currently providing service, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by TCG for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 Absent any applicable industry standards technical references, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

2.8.3 Unbundled Network Terminating Wire (UNTW)

- 2.8.3.1 UNTW is twisted copper wiring or any future type of facility other than copper that BellSouth deploys and has not been proven to be unfeasible to unbundle, that extends from BellSouth's garden terminal on the side of a building or telecommunication equipment room or wiring closet that is typically located on each floor of a multi-story building to the point of demarcation at the end user's location. UNTW is the "last" part of the Loop on the BellSouth network side of the demarcation point.

- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns or controls wiring all the way to the end user's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the end user's premises, where a third party owns the wiring to the end user's premises.
- 2.8.3.2.1 BellSouth will install the IAT within sixty (60) days from the submission of the SI or as mutually agreed to by the parties. BellSouth shall install the IAT in properties identified by TCG in a SI process.
- 2.8.3.2.2 In garden apartment or campus MDU environments, the IAT shall be installed adjacent to BellSouth's garden terminal unless TCG and BellSouth mutually agree otherwise. Each IAT installed in garden apartments or campus MDU environments will provide access to all UNTW pairs connected to the BellSouth garden terminal with which it is associated.
- 2.8.3.2.3 In high-rise environments IATs will be installed in the wiring closet adjacent to BellSouth's distribution and riser cable terminals unless TCG and BellSouth mutually agree otherwise. Each IAT installed in a wiring closet will provide access to UNTW pairs at rates set forth in Exhibit A.
- 2.8.3.2.4 Once the IATs are installed, TCG's employees will have access to the IAT without the necessity of coordinating such efforts with BellSouth's employees or agents.
- 2.8.3.2.5 BellSouth's provision of IATs shall fulfill BellSouth's obligation to provide a SPOI.
- 2.8.3.2.6 Upon request by BellSouth, TCG will engage in negotiations with BellSouth for the purpose of defining mutually agreeable terms, conditions and charges that grant BellSouth access to retail customers in MDUs where TCG owns the network terminating wire available to serve the retail customer. The terms and conditions set forth in Subsections 2.8.3.3.11 – 2.8.3.3.14 of this Section shall be incorporated in any agreement negotiated between BellSouth and TCG for BellSouth's access to TCG's NTW. If the Parties are unable to reach agreement as to such terms, conditions and charges within sixty (60) days following BellSouth's request, then either Party, at its option, shall petition the Commission for resolution of the disputed terms.
- 2.8.3.3 Requirements
- 2.8.3.3.1 Except as noted below, upon request of TCG, BellSouth will provide access to any IAT in all instances involving UNTW MDU premises, including garden style MDU complexes.
- 2.8.3.3.2 Upon receipt of the SI form requesting access to BellSouth's UNTW pairs at a MDU, 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 IAT. By request of TCG, an IAT will be installed either adjacent to BellSouth's garden terminal, telecommunications equipment room, or inside each wiring closet. TCG will deliver and connect its central office facilities to the UNTW pairs within the IAT. TCG may access all pairs on an IAT. TCG will only access pairs that are not being utilized to provide service or where the end user has requested a change in its local service provider to TCG. Prior to connecting TCG's service on a pair previously used by BellSouth, TCG is responsible for ensuring the end user is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.3 BellSouth shall notify TCG of the ECD for installation of the IATs and access to the UNTW pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this attachment BellSouth will notify TCG in writing via the SI process. BellSouth and TCG will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.
- 2.8.3.3.3.1 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify TCG of such status and negotiate a revised ECD.
- 2.8.3.3.4 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the installation of an IAT unless otherwise agreed.
- 2.8.3.3.5 BellSouth will seek the property owner's permission for installation of the IAT(s). If the property owner refuses to allow the installation of the IAT, TCG will be responsible for submitting a cancel via the SI process. BellSouth will not be found in non-compliance of the Commission's order if the property owner refuses the IAT installation.
- 2.8.3.3.6 BellSouth shall install the IATs, if IATs have not been previously installed, in accordance with generally accepted telephone industry standards. TCG may install a separate connecting block in the IAT for its central office facilities; however, the connecting block must be of a size that will allow it to fit physically in the IAT (SPOI) and must meet the technical specifications for the IAT of the vendor(s) selected by BellSouth to provide the IAT. Such connecting block shall be used to connect the MDU pairs activated by TCG with TCG's network facilities.
- 2.8.3.3.7 BellSouth will record the completion of the IAT(s) and send TCG a FOC. The FOC will contain the information necessary for TCG to report UNTW pair activation to BellSouth. Additionally, BellSouth will comply with the applicable Service Quality Measurements ("SQMs") found in Attachment 9 of this agreement.

- 2.8.3.3.8 TCG may access, at the IAT, any UNTW pair connected to the IAT to provide service to an end user customer of TCG. TCG is responsible for obtaining the end user's authorization to disconnect service with BellSouth before using a UNTW pair that BellSouth was using to provide service to the end user. If the end user wishes to maintain concurrent service with both BellSouth and TCG, TCG shall not access the UNTW garden terminal MDU pair(s) that BellSouth is using to provide its concurrent service. TCG will submit any Local Number Portability ("LNP") orders associated with changes in service providers for its end users pursuant to Attachment 5 of this Agreement.
- 2.8.3.3.9 Once TCG has accessed a UNTW pair to serve its end user, TCG will submit a Local Service Request ("LSR") to BellSouth within five (5) business days of UNTW pair activation to report activation of that UNTW pair using the information provided to TCG on the FOC. TCG may submit a single LSR to activate multiple UNTW pairs on the same IAT. If TCG deactivates a UNTW pair, TCG shall also submit an LSR within five (5) business days of UNTW pair deactivation to report such deactivation. LSRs shall be submitted to BellSouth manually until such time as an electronic interface is deployed.
- 2.8.3.3.10 TCG must test and isolate any repair problem on existing UNTW pairs. TCG will be responsible for reporting repair problems on existing UNTW pairs to the appropriate BellSouth department. Response to trouble and repair reports will be on a nondiscriminatory basis unless specific performance standards have been established for BellSouth. In that case, those performance standards will apply to BellSouth for the activities described in this Section. If BellSouth dispatches a technician on a UNTW trouble reported by TCG and no trouble is found on the BellSouth facility, BellSouth will charge TCG for time spent on the dispatch and UNTW testing.
- 2.8.3.3.11 TCG will pay a non-recurring charge per pair for UNTW pair activation, a monthly recurring charge per pair for use of a UNTW MDU pair and a non-recurring charge per pair for each UNTW garden terminal MDU pair disconnected when TCG is no longer providing service to the end user. These charges are set forth in Exhibit A.
- 2.8.3.3.12 If TCG or a third party service provider (other CLEC) has not activated at least one (1) pair on each IAT installed, as requested on the SI within six (6) months of completion of IAT installation, BellSouth will issue an order for activation/billing of one (1) pair at an IAT, subject to the terrain, work permits, and equipment delivery.
- 2.8.3.3.13 If BellSouth determines that TCG is using a UNTW pair without reporting activation to BellSouth, the following charges shall apply in addition to any fines which may be established by the Commission and any other remedies at law or in equity available to BellSouth.

- 2.8.3.3.14 If TCG activated a UNTW pair on which BellSouth was not previously providing service, TCG will be billed for the use of that UNTW pair back to the date the end user began receiving service using that UNTW pair. Upon reasonable request, TCG will provide copies of billing records to substantiate such date. BellSouth may bill back to the date of the IAT installation if TCG fails to provide such records.
- 2.8.3.3.15 Other forms of MDU Premises Access to UNTW. In the event that TCG requests a form of MDU premises access using UNTW pairs in a manner other than as set forth herein or that is substantially different from the process described in this Agreement, then TCG will utilize the Bona Fide Request Process set forth in Attachment 10 of this Agreement to determine the appropriate terms and conditions for access to UNTW and to establish rates.
- 2.8.3.3.16 Any information about TCG's multiunit premises access that BellSouth obtains pursuant to the activities described in this Section is specifically designated as Confidential Information pursuant to Section 9 of the General Terms and Conditions of this Agreement. In addition to the restrictions on disclosure of Confidential Information set forth in that Section, BellSouth hereby agrees that this information will not be shared with any of BellSouth's retail marketing or sales personnel.
- 2.8.3.3.17 The Parties acknowledge that BellSouth may describe procedures for the provision of unbundled network terminating wire in the CLEC Information Package provided by BellSouth Interconnection Services. To the extent that such procedures conflict with the procedures described in this Agreement, this Agreement will control; provided, however, that, at the request of BellSouth, TCG will negotiate in good faith to amend this Agreement to incorporate any BellSouth procedures that differ from the procedures in this Agreement. To the extent the Parties cannot agree on such an amendment, either Party may pursue the dispute resolution process set forth in the General Terms and Conditions of this Agreement. BellSouth shall provide notice to TCG of changes in the CLEC Information Package via the carrier notification process prior to implementing such changes.
- 2.8.3.4 Subloop Intra-building Network Cable
- 2.8.3.4.1 BellSouth will install the IAT within sixty (60) days after the submission of the SI or as mutually agreed to by the Parties. BellSouth shall install the IAT in properties identified by TCG in a SI process.
- 2.8.3.4.2 Through the Service Inquiry ("SI") process, BellSouth will determine whether access to USL-INC at the location requested by TCG is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet TCG's request, then BellSouth will perform the set-up as described in the section that follows. Where access to the cross box is infeasible, BellSouth will notify TCG in writing within

five (5) to seven (7) business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement.

- 2.8.3.4.3 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify TCG of such status and negotiate a revised ECD.
- 2.8.3.4.4 BellSouth shall notify TCG of the ECD for installation of the IATs and access to the USL-INC pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this Attachment BellSouth will notify TCG in writing via the SI process, BellSouth and TCG will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.
- 2.8.3.4.5 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USL-INC pairs from a building equipment room. The cross-connect panel will function as a SPOI for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for TCG's use on this ct panel. TCG will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.3.4.6 The site set-up must be completed before TCG can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice TCG's cable into the crossconnect 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.
- 2.8.3.4.7 Once the site set-up is complete, TCG will request subloop pairs through submission of a LSR form to the LCSC. For expedite requests by TCG for subloop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.3.4.8 Unbundled Subloops will be provided in accordance with the applicable industry standards.

2.8.4 Unbundled Sub-Loop Feeder

- 2.8.4.1 To the extent that TCG has Unbundled Sub-Loop Feeder elements as of the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Amendment, TCG will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and TCG has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill TCG any applicable disconnect charges.

2.8.5 Unbundled Loop Concentration

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

2.8.6 Dark Fiber Loop

- 2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an end user's premises to 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 TCG to utilize Dark Fiber Loops.

2.8.6.2 Transition for Dark Fiber Loop

- 2.8.6.2.1 For purposes of this Section 2.8.6, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.8.6.2.2 For purposes of this Section 2.8.6, Embedded Base means Dark Fiber Loops that were in service for TCG as of March 10, 2005. Subsequent disconnects or loss of end users shall be removed from the Embedded Base.
- 2.8.6.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for TCG at the terms and conditions set forth in this Attachment.

- 2.8.6.4 Notwithstanding the Effective Date of this Agreement, the rates for TCG's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.
- 2.8.6.5 The Transition Period shall apply only to TCG's Embedded Base and TCG shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.8.6.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.8.6.7 No later than June 10, 2006 TCG shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 2.8.6.7.1 If TCG fails to submit the spreadsheet(s) specified in Section 2.8.6.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify TCG's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.6.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.8.6.7.2 For Embedded Base circuits converted pursuant to Section 2.8.6.7 or transitioned pursuant to 2.8.6.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

2.9 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to TCG LMU information so that TCG can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment TCG intends to install and the services TCG wishes to provide. This section addresses LMU as a preordering transaction, distinct from TCG ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 BellSouth will provide TCG 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 TCG 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 will provide LMU information to the requesting CLEC, if either BST or the requesting CLEC controls the Loop(s) that serve the service location for which LMU information has been requested. When a CLEC other than the CLEC that controls the Loop requests LMU information, BST will not provide the LMU unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent with the LMUSI.
- 2.9.1.5 TCG 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 TCG 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 TCG's ability to provide advanced data services over the ordered Loop type. Further, if TCG 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. TCG 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 TCG may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if TCG needs further Loop information in order to determine Loop service capability, TCG may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website:

<http://interconnection.bellsouth.com/guides/html/unes.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 Loop Reservations

- 2.9.3.1 For a Mechanized LMUSI, TCG may reserve up to ten (10) Loop facilities. For a Manual LMUSI, TCG may reserve up to three (3) Loop facilities.
- 2.9.3.2 TCG may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to TCG. During and prior to TCG placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If TCG does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. TCG will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, TCG does not reserve facilities upon an initial LMUSI, TCG's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.9.3.5 Where TCG has reserved multiple Loop facilities on a single reservation, TCG may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to TCG, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by TCG.

3 Line Sharing

- 3.1 General
 - 3.1.1 Line Sharing is defined as the process by which TCG provides digital subscriber line service over the same copper Loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the Loop and TCG using the high frequency spectrum (as defined below) of the Loop.
 - 3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the end user discontinues or moves service with TCG.

Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

- 3.1.3 For the period from October 2, 2003, through October 1, 2004, TCG may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, TCG may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.
- 3.1.5 As of the earlier of October 2, 2006, or the date that the end user discontinues or moves service with TCG, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.
- 3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Although the high frequency portion of the Loop network element is limited by technology, i.e., is only available on a copper Loop facility, access to this network element is not limited to the copper Loop facility itself. Access to the High Frequency Spectrum is intended to allow TCG 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. TCG shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.7 Currently, for an existing Loop, access to the High Frequency Spectrum requires an xDSL compatible copper Loop. A conditioned Loop is a Loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAML"), or similar devices and minimal bridge taps consistent with the applicable industry standard technical references. BellSouth will provide Loop conditioning to TCG in accordance with the High Frequency Spectrum (CO Based) Unbundled Loop Modification CLEC Information Package. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment.
- 3.1.8 BellSouth must condition Loops to enable TCG to provide xDSL-based services on the same Loops BellSouth is providing analog voice service, regardless of Loop length. BellSouth is required to condition Loops even if BellSouth itself is not

offering xDSL services to the customer on that Loop. BellSouth is not required to condition a Loop for access to the High Frequency Spectrum if conditioning significantly degrades BellSouth's voice service. Should BellSouth refuse to condition a Loop because it will significantly degrade voiceband services, BellSouth must make an affirmative showing to the state commission that conditioning the specific Loop in question will significantly degrade the voiceband service. The state commission will determine on a case-by-case basis whether or not a specific Loop will significantly degrade the voice service on that Loop.

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

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

- 3.2.1 BellSouth will provide TCG with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, TCG must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office or other network location that can serve the end user of such Loop.
- 3.2.1.2 TCG 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 TCG'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 TCG in a central office in which TCG is located, TCG shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and TCG shall pay the electronic or manual ordering charges as applicable when TCG 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 TCG's data.

3.3 BellSouth Provided Splitter – Line Sharing

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

3.3.2 BellSouth will install the splitter in (i) a common area close to TCG's collocation area, if possible; or (ii) in a BellSouth relay rack as close to TCG's DS0 termination point as possible. Placement of the splitter shall not increase TCG's cost of cabling or other activities related to the installation of a splitter. TCG 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 TCG 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 TCG DS0 at such time that BellSouth completes the order as submitted by TCG.

3.4 CLEC Provided Splitter – Line Sharing

3.4.1 TCG may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. TCG 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 splitter installed by TCG shall comply with the ANSI T1.413, Annex E, any future ANSI splitter Standard, or any splitters deploys or permitted by BellSouth or its affiliate. TCG may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.4.3 Any splitter installed by BST shall comply with the ANSI T1.413, Annex E, or any future ANSI splitter Standard.

3.5 Ordering – Line Sharing

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

3.6 Maintenance and Repair – Line Sharing

- 3.6.1 TCG shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If TCG is using a BellSouth owned splitter, TCG 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 TCG provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. TCG will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 TCG shall inform its end users to direct data problems to TCG, 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 In the event that TCG's deployment of xDSL on the High Frequency Spectrum degrades the voice service such that the end user cannot place a call or the degradation is E911 service affecting, BellSouth will restore the service to its original state and TCG shall pay for such restoration at the Loop conditioning rate. . Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a trouble and isolates the trouble to the physical collocation arrangement belonging to TCG, BellSouth will notify TCG and bill TCG the NTF charges as described in 3.1.10 above. BellSouth will call TCG and inform TCG of the trouble in its equipment. TCG may initiate the BellSouth Customer Wholesale Interconnection Network Services (CWINS) Maintenance Change Process for CLEC Connecting Facility Assignments (CFA) to restore the data service.

3.7 Line Splitting

- 3.7.1 Line Splitting – a competing carrier (TCG or data LEC, but not an incumbent LEC) seeks to provide combined voice and data services on the same unbundled Loop, or two competing carriers join to provide voice and data services.
- 3.7.2 In the event TCG provides its own switching, obtains switching from a third party or TCG obtains switching from a separately negotiated agreement with BellSouth, TCG may engage in line splitting arrangements with another CLEC using a splitter, provided by TCG, in a Collocation Arrangement at the central office where the Loop terminates into a distribution frame or its equivalent.
- 3.7.3 BellSouth will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for Loops used in a Line Splitting arrangement. This support will be consistent with the support provided to BellSouth and any of its affiliates providing advanced services on Loops.

3.8 Maintenance – Line Splitting

- 3.8.1 BellSouth will be responsible for repairing voice services and the physical Loop between the NID at the customer's premises and the termination point. TCG will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.
- 3.8.2 TCG shall inform its end users to direct all problems to TCG or its authorized agent.

- 3.8.3 TCG shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

- 4.1 Except as otherwise set forth in this Agreement, upon request, BST shall perform the functions necessary to combine network Elements that BST is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BST's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BST's network. If required, BellSouth will provide such combinations of Network Elements on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement, Act, all applicable Federal and State rules and law.
- 4.1.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by TCG are, in fact, already combined by BellSouth in the BellSouth network at the location of TCG's order. A customer may or may not be utilizing this combination at the time of ordering. "Ordinarily Combined" Network Elements shall be provided to TCG pursuant to 47 CFR 51.315. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by TCG are not elements that BellSouth combines for its use in its network and shall be made available to TCG pursuant to the BFR/NBR process.
- 4.1.2 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.
- 4.1.3 Attachment 2 of this Agreement describes the Network Elements that TCG and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify TCG of the existence of and the technical characteristics of the new or revised Network Element. Upon TCG's identification of a new or revised Network

Element, it shall make a request for the Network Element pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

4.2 Enhanced Extended Links (EELs)

- 4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide TCG with non-discriminatory access to EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.2.2 High-capacity EELs are combinations of Loop and transport UNEs or commingled Loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 4.2.5 below.
- 4.2.3 By placing an order for a high-capacity EEL, TCG thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit TCG's high-capacity EELs as specified below.
- 4.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, TCG may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of authorization by TCG, BellSouth shall perform the routine network modifications.
- 4.2.5 Service Eligibility Criteria
 - 4.2.5.1 TCG must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
 - 4.2.5.1.1 TCG has received state certification to provide local voice service in the area being served;
 - 4.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 4.2.5.2.1 1) Each circuit to be provided to each end user will be assigned a local number prior to the provision of service over that circuit;

- 4.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
 - 4.2.5.2.3 3) Each circuit to be provided to each end user will have 911 or E911 capability prior to provision of service over that circuit;
 - 4.2.5.2.4 4) Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
 - 4.2.5.2.5 5) Each circuit to be provided to each end user will be served by an interconnection trunk over which TCG will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 4.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, TCG will have at least one (1) active DS1 local service interconnection trunk over which TCG will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 4.2.5.2.7 7) Each circuit to be provided to each end user will be served by a switch capable of switching local voice traffic.
- 4.2.6 BellSouth may, on an annual basis, audit TCG's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). TCG shall be given 30 days notice of the scheduled audit. BellSouth shall direct its auditor to provide a copy of its report to TCG at the same time it provides the report to BellSouth. To the extent the independent auditor's report concludes that TCG failed to comply with the service eligibility criteria, TCG must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that, TCG did not comply in any material respect with the service eligibility criteria, TCG shall reimburse BellSouth for the cost of the independent auditor within 30 days after receiving a statement of such costs. To the extent the auditor's report concludes that TCG did comply in all material respects with the service eligibility criteria, then TCG will provide to the auditor a statement of TCG's costs associated with complying with any requests of the auditor. BellSouth will reimburse TCG for its reasonable and demonstrable costs associated with the audit within 30 days after receiving TCG's statement. TCG will maintain appropriate documentation to support its certifications of compliance with the Service Eligibility Criteria.

- 4.2.7 In the event TCG converts special access services to UNEs, BST shall impose any applicable tariffed termination liability provisions in any applicable special access tariffs.

4.3 Rates

- 4.3.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.
- 4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.3.3 To the extent TCG requests a Combination for which BST does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by TCG. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to TCG. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to TCG unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

- 5.2.2 For purposes of this Section 5.2 Embedded Base means DS1 and DS3 Dedicated Transport that were in service for TCG as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 5.2.6.1 or 5.2.6.2. Subsequent disconnects or loss of end users shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5, Embedded Base Entrance Facilities means Entrance Facilities that were in service for TCG as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 For purposes of this Section 5, Excess DS1 and DS3 Dedicated Transport means those TCG DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 5.4.6. Subsequent disconnects and loss of end users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.5 For purposes of this Section 5.2, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.
- 5.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for TCG's Embedded Base during the Transition Period:
- 5.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
- 5.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.6.3 A list of wire centers meeting the criteria set forth in Section 5.2.6.1 or 5.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com, as (Initial Wire Center List).
- 5.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for TCG's Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for TCG's Embedded Base of DS1 and DS3 Dedicated Transport and for TCG's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, shall be as set forth in Exhibit B, and the rates for TCG's Embedded Base Entrance Facilities as described in this Section 5.2 shall be as set forth in Exhibit A.

- 5.2.6.5.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to TCG's Embedded Base of DS1 and DS3 Loops and Embedded Base Entrance Facilities that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where TCG timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.
- 5.2.6.6 The Transition Period shall apply only to (1) TCG's Embedded Base and Embedded Base Entrance Facilities; and (2) TCG's Excess DS1 and DS3 Dedicated Transport. TCG shall not add new Entrance Facilities pursuant to this Agreement. Further, TCG shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.2.6.10 below.
- 5.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.2, no future DS3 Dedicated Transport will be required in that wire center.
- 5.2.6.9 No later than December 9, 2005 TCG shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services) pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in TCG's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 5.2.6.9.1 If TCG fails to submit the spreadsheet(s) specified in Section 5.2.6.9 above for at least 95% of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify TCG's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that TCG failed to submit spreadsheets or to convert 5% or less of TCG's Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, BellSouth will

not convert such 5% or less of its Embedded Base and Excess DS1 and DS3 Loops, but will alert TCG of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by TCG and allow TCG thirty (30) days to convert such DS1 and DS3 Loops. To the extent that TCG fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 5.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 5.1.6.9 or transitioned pursuant to 5.1.6.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.2.6.1 or 5.2.6.2, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 5.2.6.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 5.2.6.10.3 For purposes of Section 5.2.6.10, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for TCG in a wire center on the Subsequent Wire Center List as of the fourteen (14th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.6.10.4 Subsequent disconnects or loss of end users shall be removed from the Subsequent Embedded Base.
- 5.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.6.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List TCG shall submit a spreadsheet(s) identifying the Subsequent

Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 5.2.6.10.6.1 If TCG fails to submit the spreadsheet(s) specified in Section 5.1.6.10.6 above for 95% or more of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify TCG's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that TCG failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of TCG's Subsequent Embedded Base, but will alert TCG of the 5% or less of its Subsequent Embedded Base that was not converted by TCG and allow TCG thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent TCG fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.
- 5.2.6.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.6.10.6 or transitioned pursuant to Section 5.2.6.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.3 BellSouth shall:
- 5.3.1 Provide TCG exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 5.3.2 Provide all technically feasible features, functions, and capabilities of the transport facility;
- 5.3.3 Permit, to the extent technically feasible, TCG to connect such interoffice facilities to equipment designated by TCG, including but not limited to, TCG's collocated facilities; and
- 5.3.4 Permit, to the extent technically feasible, TCG to obtain the functionality provided by BellSouth's digital cross-connect systems.

5.4 Dedicated Transport

- 5.4.1 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 5.4.1.1 As capacity on a shared UNE facility.
 - 5.4.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to TCG.
 - 5.4.1.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport) dedicated to TCG.
- 5.4.2 When Dedicated Transport is provided as a circuit or as capacity on a high facility system, it shall be operated in parity with the BellSouth's normal operations practices and shall include (as appropriate):
 - 5.4.2.1 Multiplexing functionality;
 - 5.4.2.2 Grooming functionality; and
 - 5.4.2.3 Redundant equipment and facilities necessary to support protection and restoration.
- 5.4.3 When Dedicated Transport is provided as a system it shall include suitable transmission facilities and equipment, operated in parity with the BellSouth's normal operations practices as required, which shall include:
 - 5.4.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 5.4.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;
 - 5.4.3.3 Redundant equipment and facilities necessary to support protection and restoration; and
 - 5.4.3.4 Dark Fiber transport provides a fiber optic interface at each end of an unlit fiber cable. When providing dark fiber cable the BellSouth will provide the manufacturers cable characteristics such as multi-mode or single mode and fiber length.
 - 5.4.3.4.1 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option.
- 5.4.4 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.
- 5.4.5 TCG may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. A route is defined as a transmission

path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

- 5.4.6 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 5.4.7 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, TCG may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and upon authorization and an error free LSR from TCG, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.
- 5.4.8 Technical Requirements
 - 5.4.8.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to TCG designated traffic.
 - 5.4.8.2 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.
- 5.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 5.4.9.1 DS0 Equivalent;
 - 5.4.9.2 DS1;
 - 5.4.9.3 DS3; and
 - 5.4.9.4 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.
- 5.4.10 BellSouth shall design Dedicated Transport according to its network infrastructure. TCG shall specify the termination points for Dedicated Transport.

- 5.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references. Absent any applicable industry standards, BellSouth's Technical References shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

5.5 Unbundled Channelization (Multiplexing)

- 5.5.1 To the extent TCG is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, 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) 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, TCG 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.
- 5.5.2 BellSouth shall make available the following channelization systems and interfaces:
- 5.5.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
- 5.5.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.5.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.5.2.4 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.
- 5.5.3 Technical Requirements
- 5.5.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, TCG's channelization equipment must adhere strictly to form and protocol standards. TCG 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.
- 5.5.3.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995

5.6 Dark Fiber Transport

5.6.1 Unused Transmission Media includes existing Loops and interoffice transmission facilities both lit and unlit, defined as set forth in FCC Rule 51.319 that is not used for existing service or maintenance of existing service or defective or in the case of dark fiber as outlined in paragraph 5.6.2. Except as set forth in Section 5.6.3 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.6.2 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TCG to utilize Dark Fiber Transport. If the requested fiber section has any intervening (i.e., lightwave repeater (regenerator or optical amplifier)) equipment interspliced to it BellSouth will remove such equipment at TCG's request subject to time and charges required to remove this equipment.

5.6.3 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.6.3.1 For purposes of this Section 5.6.3, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.6.3.2 For purposes of this Section 5.6.3, Embedded Base means Dark Fiber Transport that was in service for TCG as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.6.3.4.1. Subsequent disconnects or loss of end users shall be removed from the Embedded Base.

5.6.3.3 For purposes of this Section 5.6.3, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.

5.6.3.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.6.3 only for TCG's Embedded Base during the Transition Period:

5.6.3.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

5.6.3.5 A list of wire centers meeting the criteria set forth in Section 5.6.3.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

5.6.3.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for TCG's Embedded Base of Dark Fiber Transport as described

in Section 5.6.3.2 shall be as set forth in Exhibit B and the rates for TCG's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 5.6.3 shall be as set forth in Exhibit A.

- 5.6.3.6.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to TCG's Embedded Base of Dark Fiber Transport that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where TCG timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.
- 5.6.3.7 The Transition Period shall apply only to TCG's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. TCG shall not add new Dark Fiber Transport as described in this Section 5.6.3 except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.6.3.10 below. Further, TCG shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 5.6.3.8 Once a wire center exceeds either of the thresholds set forth in Section 5.6.3.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.6.3.9 No later than June 10, 2006 TCG shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 5.6.3.9.1 If TCG fails to submit the spreadsheet(s) specified in Section 5.6.3.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify TCG's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.6.3.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.6.3.9.2 For Embedded Base circuits converted pursuant to Section 5.6.3.9 or transitioned pursuant to 5.6.3.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 5.6.3.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

- 5.6.3.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.6.3.4.1, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 5.6.3.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 5.6.3.10.3 For purposes of Section 5.6.3.10, BellSouth shall make available Dark Fiber Transport that were in service for TCG in a wire center on the Subsequent Wire Center List as of the tenth (14th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.6.3.10.4 Subsequent disconnects or loss of end users shall be removed from the Subsequent Embedded Base.
- 5.6.3.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.6.3.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List TCG shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in TCG's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 5.6.3.10.6.1 If TCG fails to submit the spreadsheet(s) specified in Section 5.6.3.10.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify TCG's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that TCG failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of TCG's Subsequent Embedded Base, but will alert TCG of the

5% or less of its Subsequent Embedded Base that was not converted by TCG and allow TCG thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent TCG fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 5.6.3.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.6.3.10.6 or transitioned pursuant to Section 5.6.3.10.6.1, the applicable recurring tariff. Charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.7 Rearrangements

- 5.7.1 A request to move a working TCG CFA to another TCG CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates are set forth in Exhibit A.
- 5.7.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of TCG, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 5.7.1 and 5.7.2 above and TCG may request OC-TS for such orders
- 5.7.4 BellSouth shall accept a Letter of Authorization (LOA) between TCG and another carrier that will allow TCG to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

6. Line Information Database (LIDB) Storage

- 6.1 The LIDB is a database that stores current information on working telephone numbers and billing account numbers. LIDB data is used by BellSouth's customers that subscribe to LIDB access to facilitate the proper completion of calls and/or the billing of such calls to the appropriate subscriber line, and for fraud prevention.
- 6.2 LIDB storage shall be available to TCG when TCG is a Facility Based Carrier. Such LIDB storage shall be at the request of TCG to the BellSouth Account Manager. TCG shall provide initial data, additions, updates and deletions to BellSouth to populate LIDB with TCG's end user information.

- 6.3 BellSouth provides access to information in its LIDB, including TCG end user information to its LIDB customers via queries to LIDB. Information stored in the BellSouth LIDB for TCG pursuant to this agreement shall be available to BellSouth and its LIDB customers who launch queries to the LIDB.
- 6.4 BellSouth shall enable TCG to store in BellSouth's LIDB any subscriber line number or special billing number record.
- 6.5 BellSouth will administer the data provided by TCG pursuant to this Agreement in the same manner as BellSouth administers its own end user customer data.
- 6.6 TCG is responsible for the completeness and accuracy of the data being provided to BellSouth, and for providing updates and changes in a timely manner.
- 6.7 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of TCG data to the LIDB (e.g., calling card auto-deactivation).
- 6.8 BellSouth shall provide priority updates to LIDB for TCG data upon TCG's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail.
- 6.9 BellSouth shall perform periodic backup and recovery of all of TCG's data in LIDB.
- 6.10 BellSouth shall prevent any access to or use of TCG 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 TCG in writing.
- 6.11 Upon request by TCG, BellSouth shall provide TCG 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 TCG at least at parity with BellSouth Customer Data.
- 6.12 BellSouth shall not be responsible to TCG 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 changes by BellSouth in its sole discretion from time to time.
- 6.13 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's Tariffs.
- 6.14 TCG will not be charged a fee for LIDB storage services provided by BellSouth to TCG pursuant to this Agreement.

- 6.15 Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any other taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the services set forth herein will be paid by TCG.

7. Automatic Location Identification/Data Management System (ALI/DMS)

- 7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. TCG will be required to provide BellSouth's Vendor weekly updates to the E911 database when TCG is not purchasing local switching from BellSouth. TCG shall also be responsible for providing BellSouth with data for submission to the 911/E911 database exactly as TCG receives it from the end user customer for the purpose of providing 911/E911 service to its end users. When TCG purchases local switching from BellSouth, BellSouth will provide the updates and submit the information to the 911/E911 database.

7.2 Technical Requirements

- 7.2.1 BellSouth shall provide TCG the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to TCG after TCG provides end user information for input into the ALI/DMS database.
- 7.2.2 TCG shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

8. Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

- 8.1 BellSouth shall provide TCG with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.
- 8.2 BellSouth shall provide TCG the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.
- 8.3 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from BellSouth's

unbundled Local Switching element or, where technically feasible, from TCG's switch.

- 8.4 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 8.5 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide TCG the capability that will allow TCG to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. TCG's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide TCG access to the BellSouth SCE in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.
- 8.6 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 TCG. Scheduling procedures shall provide TCG equivalent priority to resources. BellSouth shall provide training, documentation, and technical support that will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.
- 8.7 BellSouth SCP shall partition and protect TCG service logic and data from unauthorized access, execution or other types of compromise.
- 8.8 When TCG selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable TCG to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 8.9 BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. TCG access will be provided via remote data connection (e.g., dial-in, ISDN).
- 8.10 BellSouth shall allow TCG to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
- 8.11 When TCG selects SCE/SMS AIN Access for providing services on TCG's network, BellSouth and TCG will work cooperatively to resolve technical and provisioning issues.

9. 911/E911

- 9.1 If a municipality has converted to E911 service, TCG will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, TCG will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

9.2 911/E911 Trunks

- 9.2.1 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry intraLATA traffic, as designated by TCG.
- 9.2.2 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry interLATA traffic, as designated by TCG.
- 9.2.3 BellSouth shall provide SS7 trunks, which provide SS7 interconnection. At TCG's request, MF trunks may be substituted for SS7 trunks where applicable.
- 9.2.4 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

9.3 911 and E911

- 9.3.1 If TCG orders Services and Elements, then TCG is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.
- 9.3.2 Definition
- 9.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from TCG end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to TCG in accordance with the provisions below in areas where TCG is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to TCG, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to TCG shall be at least equal in quality and

functionality with the support and services that the BellSouth provides to its own retail end users.

9.3.3 Requirements

9.3.3.1 **911 Service Provisioning.** For 911 service, BellSouth will provide to TCG a list consisting of each municipality that subscribes to 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. TCG will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. TCG will be required to route that call to BellSouth by installing dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, TCG will be required to discontinue the 911 procedures and being using E911 procedures.

9.3.3.2 **E911 Service Provisioning.** For E911 service, TCG will be required to install a minimum of two dedicated trunks originating from the TCG serving wire center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the 911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing or SS7/ISUP that will deliver automatic number identification (“ANI”) with the voice portion of the call. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com./guides>. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TCG will be required to provide BellSouth daily updates to the E911 database. TCG 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, TCG will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. TCG 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.

9.3.4 Technical Requirements

- 9.3.4.1 At TCG's request, BellSouth and TCG shall establish dedicated trunk groups to route E911 calls placed by TCG end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks or SS7/ISUP signalling. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com/guides>.
- 9.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of TCG's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, TCG may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and TCG shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.
- 9.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet TCG's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by TCG to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.
- 9.3.4.4 BellSouth shall provide the following information to TCG, and shall promptly notify TCG of any changes:
- 9.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.
- 9.3.4.4.2 Trunk group specifications.
- 9.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.
- 9.3.4.4.4 Description of BellSouth's diversity for facility routing.
- 9.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 9.3.5 E911 Call Routing and Provision Customer Information to PSAP
- 9.3.5.1 BellSouth shall route E911 calls delivered by TCG to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate TCG customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

- 9.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.
- 9.3.6 Master Street Address Guide (“MSAG”)
 - 9.3.6.1 BellSouth shall provide TCG monthly, free of charge, a complete copy of the MSAG via CD Rom which is usable with personal computers. BellSouth shall cooperate with TCG to ensure the accuracy of information about TCG Customers in the MSAG. If BellSouth discovers an error in the MSAG, BellSouth shall notify TCG. It shall be TCG’s responsibility to notify the PSAP to assist them in correcting the errors in the MSAG concerning TCG Customers.
- 9.3.7 Other
 - 9.3.7.1 BellSouth shall provide TCG with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.
- 9.3.8 Technical References
 - 9.3.8.1 BellSouth shall provide 911 Arrangements to TCG based upon modified NENA 2 Recommendations.
- 9.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on TCG beyond applicable charges for BellSouth trunking arrangements.
- 9.3.10 The 911 and E911 functions provided to TCG shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 9.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and TCG to follow in providing 911/E911 services.
- 9.4 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

- 9.4.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 9.4.1.1 The database capability allows TCG to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the TCG PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 9.4.2 TCG may order either the database capability or the transport component as desired or TCG may order both components of the service.
- 9.4.3 911 PBX Locate Database Capability. TCG's End User or TCG's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 9.4.4 Ordering, provisioning, testing and maintenance shall be provided by TCG pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 9.4.5 TCG's End User, or TCG's End User DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of TCG to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. TCG should not submit telephone number updates for specific PBX station telephone numbers that are submitted by TCG's End User, or TCG's End User DMA under the terms of 911 PBX Locate product.
- 9.4.5.1 TCG must provision all PBX station numbers in the same LATA as the E911 tandem.
- 9.4.6 TCG agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by TCG's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TCG or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX

Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. TCG is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to TCG's End User or DMA pursuant to these terms. Specifically, TCG's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 9.4.7 TCG may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for TCG's End Users' telephone numbers for which it has direct management authority.
- 9.4.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires TCG to order a CAMA type dedicated trunk from TCG's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
 - 9.4.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the TCG's End User premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. TCG is responsible for connectivity between the End User's PBX and TCG's switch or POP location. TCG will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a TCG purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). TCG is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 9.4.9 Ordering and Provisioning. TCG will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
 - 9.4.9.1 Testing and maintenance shall be provided by TCG pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 9.4.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by TCG pursuant to the terms and conditions set forth in Attachment 3.

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																				
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																				
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																				
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only								SOME C	0.00	0.00	0.00	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																				
								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,NTCVG, NTCUD, NTCD1												
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day								SDASP	100.00	100.00								
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1					1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2					2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3					3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1					1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2					2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3					3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise						UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour						UEANL	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour						UEANL	URETA		37.44	37.44								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES L		20.61	2.96					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES P		21.94	4.29								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES L		20.61	2.96					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES P		21.94	4.29								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring First	Add'l	Nonrecurring	Disconnect Add'l	OSS Rates(\$)					
														SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X			30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W			12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W			18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W			30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO				31.99	20.02					20.35	10.54	13.32	13.32
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X			9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X			14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X			24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W			9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W			14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W			24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO				31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X			12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X			18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X			31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W			12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W			18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W			31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO				31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCDD1	USLXX			51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCDD1	USLXX			76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCDD1	USLXX			128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCDD1	URES				20.61	2.96								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCDD1	URES				21.94	4.29								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO				130.47	40.11					20.35	10.54	13.32	13.32
		4-WIRE 2.4, 4.8, 9.6, 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL, NTCUD	UDL2X			27.68	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL, NTCUD	UDL2X			41.47	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL, NTCUD	UDL2X			69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL, NTCUD	UDL4X			27.68	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL, NTCUD	UDL4X			41.47	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL, NTCUD	UDL4X			69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL, NTCUD	UDL9X			27.68	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL, NTCUD	UDL9X			41.47	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL, NTCUD	UDL9X			69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19			27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19			41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19			69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. A					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URES		20.61	2.96					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		21.94	4.29								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																	
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCUD1, UEANL	OCOSL		34.29									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																	
		Sub-Loop Distribution															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. A				
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring	Disconnect	OSS Rates(\$)					
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN		First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate					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									
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
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	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																	
		END USER ORDERING-CENTRAL OFFICE BASED															
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
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	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54
	Wholesale to UNE Switch-As-Is Charge			U1TVX	UNCCC		52.30	24.62	9.12	9.12						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Wholesale to UNE Switch-As-Is Charge			U1TDX	UNCCC		52.30	24.62	9.12	9.12						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	Wholesale to UNE Switch-As-Is Charge			U1TD1	UNCCC		52.30	24.62	9.12	9.12						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Wholesale to UNE Switch-As-Is Charge			U1TD1	UNCCC		52.30	24.62	9.12	9.12						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Wholesale to UNE Switch-As-Is Charge			U1TS1	UNCCC		52.30	24.62	9.12	9.12						
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	20.91										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	27.30										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	35.71										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.68										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54.43										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	71.17										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.22										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	703.00										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNC3X	1L5NC	8.22										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNC3X	ULDFS	689.53										
UNBUNDLED DARK FIBER																
	Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	28.74	1,121.00	153.19								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																

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

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.90	11.49	1.18
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
				UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
	3/1Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
	Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Wholesale to UNE, Switch-As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0174										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)						
															SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
								UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00				20.35	21.09	9.80	10.54
								UNCVX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42		
							EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT														
							1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86				31.26	10.42		
							2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86				31.26	10.42		
							3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86				31.26	10.42		
								UNCVX	1L5XX	0.0174											
								UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00				15.08	15.08	8.66	8.66
								UNCVX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42		
							EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
								UNC3X	1L5ND	9.19											
								UNC3X	UE3PX	374.24	240.23	180.87	106.78	45.24				36.84	36.84	19.01	19.01
								UNC3X	1L5XX	2.34											
								UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43				36.84	36.84	19.01	19.01
								UNC3X	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42		
							EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
								UNCSX	1L5ND	9.19											
								UNCSX	UDLS1	389.35	240.23	180.87	106.78	45.24				36.84	36.84	19.01	19.01
								UNCSX	1L5XX	2.34											
								UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43				36.84	36.84	19.01	19.01
								UNCSX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42		
							EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT														
							1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86				31.26	10.42		
							2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86				31.26	10.42		
							3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86				31.26	10.42		
								UNC1X	1L5XX	0.3562											
								UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80	10.54
								UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74				20.35	9.80	11.49	1.18
								UNCNX	UC1CA	3.10	5.70	4.42						20.35	9.80	11.49	1.18
							1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86				31.26	10.42		
							2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86				31.26	10.42		
							3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86				31.26	10.42		
								UNCNX	UC1CA	3.10	5.70	4.42						20.35	9.80	11.49	1.18
								UNC1X	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42		
							EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
							1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
							2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
							3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
								UNCSX	1L5XX	2.34											
								UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43				36.84	36.84	19.01	19.01
								UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77				20.35	9.80	11.49	1.18
								UNC1X	UC1D1	17.58	5.70	4.42						20.35	9.80	11.49	1.18

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88				18.98	8.43	11.95
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88				18.98	8.43	11.95
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88				18.98	8.43	11.95
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42						20.35	9.80	11.49
		Wholesale to UNE, Switch-As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42	
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00				20.35	21.09	9.80
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42	
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86				20.35	10.54	13.32
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00				20.35	21.09	9.80
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42	
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86				20.35	21.09	
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86				20.35	21.09	
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86				20.35	21.09	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74				20.35	9.80	11.49
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.91	5.70	4.42						20.35	9.80	11.49
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77				20.35	9.80	11.49
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42						20.35	9.80	11.49
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86				20.35	21.09	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86				20.35	21.09	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86				20.35	21.09	
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42						20.35	9.80	11.49
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	9.80	11.49
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	17.58	5.70	4.42						20.35	9.80	11.49
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12				31.26	10.42	
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86				20.35	21.09	
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86				20.35	21.09	
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86				20.35	21.09	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
	Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			20.35	21.09		
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
	Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. A					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
		EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
		EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	Per each DS1 COCI combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	First 4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
	Wholesale to UNE, Switch-As-Is Conversion Charge, 2/4-wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
	Wholesale to UNE, Switch-As-Is Conversion Charge, 4-wire VG			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
	Wholesale to UNE, Switch-As-Is Conversion Charge, DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Wholesale to UNE, Switch-As-Is Conversion Charge, DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Wholesale to UNE, Switch-As-Is Conversion Charge, STS-1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	i		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79			45.68	1.76	21.75	1.76
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46S	7.68S	.7637S	0.00S			45.68	1.76	21.75	1.76
MULTIPLEXER Interfaces																
	DS1 to DS0 Channel System per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
	Wholesale to UNE, Switch-As-Is Conversion Charge, 1/0 Channel System			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. A					
CATEGORY		RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 to DS1 Channel System per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNC3X	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNCSX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42		
		DS1 COCI used with Loop per month			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
	Access to DCS - Customer Reconfiguration (FlexServ)																
		Customer Reconfiguration Establishment						2.78		3.32				20.35	10.54		
		DS1 DSC Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08			45.68	1.76		
		DS1 DSC Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12			45.68	1.76		
		DS3 DSC Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08			45.68	1.76		
	Service Rearrangements																
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		270.55	47.21					45.68	1.76		
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28					45.68	1.76		
	Miscellaneous																
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93								

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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. 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 Rev. Bat. - Zone 1				1	ULDVX	ULDR2	19.76												
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2				2	ULDVX	ULDR2	25.81												
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3				3	ULDVX	ULDR2	33.74												
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONENTS																					
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																					
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																					
2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																					
		2-Wire VG Loop (SL2) in Combination - Zone 1				1	UNCVX	UEAL2	19.04												
		2-Wire VG Loop (SL2) in Combination - Zone 2				2	UNCVX	UEAL2	24.87												
		2-Wire VG Loop (SL2) in Combination - Zone 3				3	UNCVX	UEAL2	32.52												
		Voice Grade COCI - Per Month					UNCVX	1D1VG	1.05												
4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																					
		4-Wire Analog Voice Grade Loop in Combination - Zone 1				1	UNCVX	UEAL4	28.40												
		4-Wire Analog Voice Grade Loop in Combination - Zone 2				2	UNCVX	UEAL4	37.10												
		4-Wire Analog Voice Grade Loop in Combination - Zone 3				3	UNCVX	UEAL4	48.51												
		Voice Grade COCI in combination - per month					UNCVX	1D1VG	1.05												
4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1				1	UNCDX	UDL56	35.76												
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2				2	UNCDX	UDL56	46.70												
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3				3	UNCDX	UDL56	61.08												
		OCU-DP COCI (data) per month (2.4-64kbs)					UNCDX	1D1DD	1.05												
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1				1	UNCDX	UDL64	35.76												
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2				2	UNCDX	UDL64	46.70												
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3				3	UNCDX	UDL64	61.08												
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)					UNCDX	1D1DD	1.05												
2-WIRE ISDN LOOP FOR USE IN COMBINATION																					
		2-Wire ISDN Loop in Combination - Zone 1				1	UNCNX	U1L2X	25.55												
		2-Wire ISDN Loop in Combination - Zone 2				2	UNCNX	U1L2X	33.37												
		2-Wire ISDN Loop in Combination - Zone 3				3	UNCNX	U1L2X	43.64												
		2-wire ISDN COCI (BRITE) - in combination - per month					UNCNX	UC1CA	3.73												
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																					
		4-Wire DS1 Digital Loop in Combination - Zone 1				1	UNC1X	USLXX	66.39												
		4-Wire DS1 Digital Loop in Combination - Zone 2				2	UNC1X	USLXX	86.71												
		4-Wire DS1 Digital Loop in Combination - Zone 3				3	UNC1X	USLXX	113.38												
		DS1 COCI in combination per month					UNC1X	UC1D1	20.22												
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																					
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month					UNCVX	1L5XX	0.02												
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV2	25.06												
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month					UNCVX	1L5XX	0.02												
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month					UNCVX	U1TV4	31.40												
DS1 INTEROFFICE TRANSPORT FOR COMBINATION																					
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month					UNC1X	1L5XX	0.41												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month					UNC1X	U1TF1	89.54												
		1/0 Channelization System in combination Per Month					UNC1X	MQ1	92.89												
DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																					
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month					UNC3X	1L5XX	2.69												

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2 Exh. 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 First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.69										
	3/1 Channel System in combination per month			UNCSX	MQ3	256.43										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	24.37										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	61.08										
	4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	24.37										
	DS1 DIGITAL LOOP AND DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	429.49										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.57										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	453.74										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2 Exh. 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 First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70					SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.85	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637	0.00						
MULTIPLEXERS																	
		DS1 to DS0 Channel System per month			UNC1X	MQ1	92.89										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.09										
		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	2.09										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.56										
		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	3.56										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.05										
		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	1.05										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	256.43										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	256.43										
		DS1 COCI used with Loop per month			USL	UC1D1	20.22										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	20.22										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	20.22										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	20.22										

ATTACHMENT 3

LOCAL INTERCONNECTION

TABLE OF CONTENTS

1. NETWORK INTERCONNECTION.....	3
2. METHODS OF INTERCONNECTION	7
3. INTERCONNECTION TRUNKING AND ROUTING	14
4. NETWORK DESIGN AND MANAGEMNT FOR INTERCONNECTION.....	15
5. NETWORK MAINTENANCE.....	34

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

LOCAL INTERCONNECTION

1 NETWORK INTERCONNECTION

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service and exchange access service.
- 1.1.1 BellSouth shall permit TCG to interconnect at any technically feasible point on the BellSouth network, including, without limitation, tandems, end offices, outside plant facilities, Commercial Intra-Building Interconnections and as described in 47 CFR §51.305. The point where the parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver Reciprocal Compensation Traffic originating on TCG's network to BellSouth and (2) to exchange Meet Point Billing Traffic 3) and Transit Traffic.
- 1.1.2 At TCG's sole discretion, TCG will establish at least one or more POIs on BellSouth's network within a LATA in which TCG offers local exchange service.
- 1.1.3 BellSouth shall deliver Reciprocal Compensation Traffic originating on the BellSouth network and at such points mutually agreed to between the Parties or, lacking mutual agreement, at the POI established by TCG for the delivery to BellSouth of its Reciprocal Compensation Traffic originating on TCG's network.
- 1.1.4 The originating Party shall compensate the terminating Party under terms of this Attachment for any transport that is used to carry Reciprocal Compensation Traffic between the POI and a distant switch within the same LATA as the POI serving the terminating end user. Such transport shall be either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating party, subject to the terms of this Attachment.
- 1.1.5 In the event that TCG elects to offer service within a LATA using a switch located in another LATA, TCG agrees to provide the transport for both Parties' traffic between the remote TCG switch and a point designated by TCG (e.g., TCG's Point of Presence) within the LATA in which TCG offers service. Such facility point of presence shall be deemed to be an TCG Switch Center for the purposes of this Attachment.
- 1.1.6 Installation, Testing Maintenance and Repair. Interconnection shall be equal in quality to that provided by BellSouth to itself or any subsidiary, affiliate, or third party. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). If BellSouth is at any time unable to fulfill its obligations under this Section, it shall notify TCG of its inability to do so and will negotiate alternative intervals in good faith. BellSouth shall provide TCG with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all

services, including Interconnection and Network Elements, provided to TCG under this Agreement that it currently provides for the maintenance of its own network. BellSouth shall provide TCG at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact TCG's Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, general description of work to be performed, date and time work is scheduled to commence, and date and time work is scheduled to be completed.

- 1.1.7 If TCG chooses to interconnect using a single interconnection trunk group within a LATA, the interconnection trunk group must be at a BellSouth access or local tandem. Furthermore, TCG must establish an interconnection trunk group(s) at all BellSouth access and local tandems where TCG NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and TCG End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is TCG's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for TCG to home its NPA/NXX(s) on a BellSouth access or local tandem, TCG's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.
- 1.2 Interconnection trunk groups are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. TCG's requested interconnection trunk groups will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Interconnection trunk groups established at the BellSouth local tandem apply only to TCG-originated Reciprocal Compensation Traffic and local originating and terminating transit traffic.
- 1.3 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.4 Each Party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) and providing, or causing to be provided, any necessary equipment on its side of the POI.
- 1.5 A minimum of one POI shall be established in each LATA in which TCG originates, terminates, or exchanges Reciprocal Compensation Traffic traffic and interconnects with BellSouth. The location of the initial POI shall be established by mutual agreement of the Parties. In selecting the initial POI, both Parties will act in good faith and select the point that is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the POI. Establishment of an Initial POI will be initiated by written request and will be based

on traffic volumes and patterns, facilities available, and other factors unique to the area. If the Parties are not able to reach mutual agreement on an initial POI within thirty (30) calendar days of the date of the written request, each Party will designate the initial POI for its originated traffic.

- 1.5.1 Additional POIs in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional POIs in a LATA, the traffic originated from TCG or BellSouth destined to the other Party at the proposed additional POI must exceed 8.9 million minutes of local or ISP-bound traffic per month for three consecutive months. Additionally, any end office to be designated as a POI must be more than 25 miles from an existing POI. TCG may designate one additional POI per state without qualification during the term of this Agreement. BellSouth will not designate a POI at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available.
- 1.5.2 Upon written notification from the Party requesting the establishment of an additional POI, the receiving Party has forty-five (45) calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such additional POI. If the receiving Party disagrees that the traffic and mileage thresholds set forth herein have been met, then the requesting Party may utilize the dispute resolution procedure set forth in this Agreement. The Parties recognize that they have in their networks existing POIs established under previous interconnection agreements. The Parties further recognize that there are switching locations that would immediately qualify upon the signing of this Agreement to be established as additional POI. Effective on the date this Agreement is signed, the Parties agree that such existing switching locations will be transitioned to additional POIs in accordance with the following schedule: for the first year of this Agreement, no more than one (1) existing switching location will be transitioned to an additional POI per LATA per six (6) months. For the remaining term of this Agreement, no more than two (2) existing switching locations will be transitioned to additional POIs per LATA per six (6) month period.
- 1.5.3 A Billing POI ("BPOI") is defined as the POI specified by BellSouth for delivery of BellSouth originated traffic to TCG for which TCG agrees to pay BellSouth for Interoffice Dedicated Transport and associated Multiplexing for BellSouth to transport Reciprocal Compensation Traffic from the BPOI to the POI designated by TCG when TCG does not want to establish a POI as set forth in Section 1.1.6 above. Compensation for said transport and multiplexing is as set forth in the Interconnection Compensation section of this Attachment.
- 1.6 With the exception of the Billing POI, Multiplexing compensation and Transit Traffic compensation, the Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Reciprocal Compensation Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the POI and is

responsible for bearing its own costs on its side of the POI. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment or the applicable tariff. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the POI as required by this Agreement, such facilities are not subject to “bill and keep,” but shall be purchased in accordance with 1.6.1 and 1.6.2.

- 1.6.1 In lieu of providing facilities on its side of POI, either Party may purchase Local Channel facilities from the other Party, at the cost-based rates identified in Exhibit A to this Attachment, from the leasing Party’s switch or Point of Presence to that Party’s serving wire center. The portion of Local Channel facilities utilized for Reciprocal Compensation Traffic shall be determined based upon the application of the Percent Local Facility (“PLF”) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Reciprocal Compensation Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.6.2 Additionally, in lieu of providing facilities on its side of the POI, either Party may purchase, at the cost-based rates identified in Exhibit A to this Attachment, Dedicated Interoffice Transport facilities from its designated serving wire center to the POI. The portion of Dedicated Interoffice Transport facilities utilized for Reciprocal Compensation Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Reciprocal Compensation Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.7 For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party’s Point of Presence and its designated serving wire center.
- 1.8 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned or leased by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.9 For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party’s designated serving wire center and the first point of switching on the other Party’s common (shared) network.

2. METHODS OF INTERCONNECTION

2.1 TCG may specify one or more of the following methods to interconnect with the BellSouth network:

2.1.1 Collocation - BellSouth shall provide collocation to TCG pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. TCG may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

2.1.2 Leased Facilities - where TCG utilizes the facilities offered by BellSouth. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3 pursuant to Section 1.6-1.6.2. At TCG's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from TCG's end users to BellSouth's Service Switching Port ("SSP") for dipping into BellSouth's toll free database.

2.1.3 Third Party Facilities - where TCG utilizes the facilities provided by a source other than itself or BellSouth. TCG shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.1.4 Intra-Building Interconnection – The following terms and conditions shall apply to Intra-building Interconnection:

2.1.4.1 Intra-building Interconnection may only be used where both Parties have a presence and at least 10% ownership interest within a central office building listed below.

City, State	Location	CLLI Code	Address	A/B Condo/ Convey	TCG % own	RBOC % own
Montgomery, AL	AL0010	MTGMALMT	25 Adams Avenue	A	80.09	19.91
Birmingham, AL	AL0080	BRHMALMT	1715 6 th Avenue N.	A	54.63	45.37
Orlando, FL	FL0150	ORLDFLMA	45 N. Magnolia Street	A	56.48	43.52
Jacksonville, FL	FL0760	JCVLFLCL	424 Pearl Street	B	46.43	53.57
West Palm Beach, FL	FL3440	WPBHFLAN	325 Gardenia Street	A	66.18	33.82

Panama City, FL	FLA610	PNCYFLMA	111 East 5th Street	A	59.28	40.72
Pensacola, FL	FLE460	PNSCFLBL	30 West Belmont Street	B	54.03	45.97
Daytona Beach, FL	FLE470	DYBHFLMA	268 N. Ridgewood	B	41.30	58.70
Augusta, GA	GA0020	AGSTGAMT	937 Greene St.	A	62.72	37.28
Savannah, GA	GAA640	SVNHGABS	1300 Bull Street	B	43.80	56.20
New Orleans, LA	LA0010	NWORLAM A	500 Baronne Street	B-Condo	43.26	56.74
Baton Rouge, LA	LA0050	BTRGLAMA	333 North 6th Street	A-Condo	64.23	35.77
Raleigh, NC	NC0010	RLGHNCMO	121 W. Morgan St.	B	43.32	56.68
Charlotte, NC	NC0040	CHRLNCCA	208 N. Caldwell St.	B	44.45	55.55
Greensboro, NC	NC0120	GNBONCEU	100 S. Eugene St.	B	42.84	57.16
Charleston, SC	SC3460	CHTNSCDT	180 Calhoun Street	B	11.70	26.5/61.8
Nashville, TN	TN0010	NSVLTNMT	185 2nd Avenue N.	B	49.72	50.28
Memphis, TN	TN0030	MMPHTNM A	201/215 Court St.	A	64.74	35.26
Knoxville, TN	TN0070	KNVLTNMA	410 Magnolia Ave.	B	44.51	55.49

2.1.4.2 TCG may designate the use of either a fiber optic cable or coax (i.e., DS-3 ABAM) cable, subject to the terms of this Attachment;

2.1.4.3 Such cable will be installed via the shortest practical route between the BellSouth's and TCG's equipment;

- 2.1.4.4 TCG will be responsible for the reasonably incurred installation and maintenance costs for such cable;
- 2.1.4.5 TCG will have sole use of the cable unless the parties mutually agree to joint-use and to an allocation of financial responsibility and an apportionment of the facility capacity of the cable; and
- 2.1.4.6 No other charges shall apply to TCG's use of the facilities over such arrangement.
- 2.1.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a POI at such location utilizing intra-building cable.
- 2.1.6 "Fiber Meet" is an interconnection arrangement whereby the Parties jointly establish an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., POI). A Fiber Meet shall be an arrangement as set forth in Section 2.3 of this Attachment 3.
- 2.1.7 Any other method determined to be technically feasible and requested by TCG shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.2 BellSouth may specify one or more of the following to interconnect with the TCG network:
 - 2.2.1 Collocation - TCG, at its sole discretion, may permit BellSouth to utilize space and power in TCG facilities specified by TCG solely for the purpose of terminating BellSouth's local traffic. BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit B of this Attachment 3, incorporated herein by this reference.
 - 2.2.2 Leased Facilities - where the Party requesting interconnection utilizes the facilities offered by the other Party pursuant to Section 1.6.1-1.6.2. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3 and be consistent with applicable law.
 - 2.2.3 Third Party Facilities - where BellSouth utilizes the facilities provided by a source other than itself or TCG. BellSouth shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
 - 2.2.4 Intra-Building Interconnection –The following terms and conditions shall apply to Intra-building Interconnection:

2.2.4.1 Intra-building Interconnection may only be used where both Parties have a presence and at least 10% ownership interest within a central office building listed below.

City, State	Location	CLLI Code	Address	A/B Condo/ Convey	TCG % own	RBOC % own
Montgomery, AL	AL0010	MTGMALMT	25 Adams Avenue	A	80.09	19.91
Birmingham, AL	AL0080	BRHMALMT	1715 6 th Avenue N.	A	54.63	45.37
Orlando, FL	FL0150	ORLDFLMA	45 N. Magnolia Street	A	56.48	43.52
Jacksonville, FL	FL0760	JCVLFLCL	424 Pearl Street	B	46.43	53.57
West Palm Beach, FL	FL3440	WPBHFLAN	325 Gardenia Street	A	66.18	33.82
Panama City, FL	FLA610	PNCYFLMA	111 East 5 th Street	A	59.28	40.72
Pensacola, FL	FLE460	PNSCFLBL	30 West Belmont Street	B	54.03	45.97
Daytona Beach, FL	FLE470	DYBHFLMA	268 N. Ridgewood	B	41.30	58.70
Augusta, GA	GA0020	AGSTGAMT	937 Greene St.	A	62.72	37.28
Savannah, GA	GAA640	SVNHGABS	1300 Bull Street	B	43.80	56.20
New Orleans, LA	LA0010	NWORLAM A	500 Baronne Street	B- Condo	43.26	56.74
Baton Rouge, LA	LA0050	BTRGLAMA	333 North 6 th Street	A- Condo	64.23	35.77
Raleigh, NC	NC0010	RLGHNCMO	121 W. Morgan St.	B	43.32	56.68
Charlotte,	NC0040	CHRLNCCA	208 N.	B	44.45	55.55

NC			Caldwell St.			
Greensboro, NC	NC0120	GNBONCEU	100 S. Eugene St.	B	42.84	57.16
Charleston, SC	SC3460	CHTNSCDT	180 Calhoun Street	B	11.70	26.5/61.8
Nashville, TN	TN0010	NSVLTNMT	185 2nd Avenue N.	B	49.72	50.28
Memphis, TN	TN0030	MMPHTNM A	201/215 Court St.	A	64.74	35.26
Knoxville, TN	TN0070	KNVLTNMA	410 Magnolia Ave.	B	44.51	55.49

- 2.2.4.2 BellSouth may designate the use of either a fiber optic cable or coax (i.e., DS-3 ABAM) cable, subject to the terms of this Attachment;
- 2.2.4.3 Such cable will be installed via the shortest practical route between the BellSouth's and TCG's equipment;
- 2.2.4.4 BellSouth will be responsible for the reasonably incurred installation and maintenance costs for such cable;
- 2.2.4.5 BellSouth will have sole use of the cable unless the parties mutually agree to joint-use and to an allocation of financial responsibility and an apportionment of the facility capacity of the cable; and
- 2.2.4.6 No other charges shall apply to BellSouth's use of the facilities over such arrangement.
- 2.2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a POI at such location utilizing intra-building cable.
- 2.2.6 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., POI). A Fiber Meet shall be an arrangement as set forth in Section 2.3 of this Attachment 3.
- 2.2.7 Any other method determined to be technically feasible and requested by BellSouth and agreed to by TCG shall be done.

2.3 Mid-Span Fiber Meet

- 2.3.1 If TCG elects to establish a POI with BellSouth pursuant to a Mid-Span Fiber Meet, TCG and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 or mutually agreed upon OC-n interface) level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, TCG's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Mid-Span Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.
- 2.3.2 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of TCG, and half of the facility channels allotted to the use of BellSouth. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.
- 2.3.3 Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity used for Reciprocal Compensation Traffic is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in this Attachment for Dedicated Transport.
- 2.3.4 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

- 2.3.5 TCG shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the TCG Serving Wire Center ("ASWC").
- 2.3.6 The parties shall mutually agree upon a POI outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the POI with sufficient spare length to reach the POI. A Common Language Location Identification ("CLLI") code will be established for each POI. The code established must be a building type code. All orders shall originate from the POI (i.e., POI to TCG, POI to BellSouth).
- 2.3.7 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.3.8 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 2.3.9 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet. Each Party is responsible for transporting its originating traffic to the appropriate POI. The originating Party shall provide or cause to be provided any transport needed to deliver its originating traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Attachment, as applicable, for any such additional transport.
- 2.3.10 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.
- 2.3.11 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (e.g., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 16 (General Terms and Conditions) of this Agreement shall apply. If the material dispute relates solely to compensation procedures and arrangements, unless otherwise mutually agreed, in order to delay the mid-span activation date required under this Section, a stay of the timeframe must be obtained from the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120

days from the initial implementation meeting which shall be held within 10 business days of the receipt by BellSouth of TCG's complete and accurate response to the BellSouth Mid-Span Fiber Meet questionnaire or some mutually agreed upon interval and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days or some mutually agreed upon interval after the Mid-Span Meet facility system is activated . Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon TCG's completing its milestones agreed to at the initial implementation meeting on time. If TCG obtains dark fiber from a third party for its portion of the fiber optic cable, TCG shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay BellSouth's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber-meet location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

- 2.3.12 Upon a reasonable written request by either Party, the Parties shall augment the Mid-Span Fiber Meet as soon as reasonably practicable. The cost and usage of the additional capacity will be allocated in accordance with Section 2.3. An augment request shall not be considered reasonable if the other Party has sufficient spare capacity that it would provide to the requesting Party in accordance with Section 2.3.
- 2.3.13 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.

3 Interconnection Trunking and Routing

- 3.1 The Parties will use the following interconnection standards:
 - 3.1.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
 - 3.1.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing, DS3 facilities will be provisioned with C-bit parity. Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
 - 3.1.3 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.14 of this Attachment 3 and sound engineering practices.
 - 3.1.4 With respect to the POI selected for the delivery of TCG's traffic, TCG may (1) designate either a DS-1 or DS-3 interface at any POI location, (2) designate an OC-3, OC-12, OC-24 or OC-48 interface for any POI located at an BellSouth tandem or facility hubbing location,

or (3), with the mutual agreement of the Parties, select another technically feasible interface (e.g., STS-1). If the POI selected for the delivery of BellSouth's traffic is different than the TCG POI location, then the Parties will mutually agree to the applicable interface for BellSouth's traffic.

3.2 Trunking Arrangements

- 3.2.1 **Local Tandem Interconnection.** This interconnection arrangement allows TCG to establish interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of TCG-originated Reciprocal Compensation traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 3.2.1.1 When a specified local calling area is served by more than one BellSouth local tandem, TCG must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, TCG may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. TCG may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where TCG does not choose to establish an interconnection trunk group(s). It is TCG's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to TCG's codes. Likewise, TCG shall obtain its routing information from the LERG.
- 3.2.1.2 Notwithstanding establishing interconnection trunk group(s) to BellSouth's local tandems, TCG must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which TCG has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

- 3.2.1.3 BellSouth shall pass transit traffic to other third party network providers subtending these local tandems. However, TCG shall be responsible directly to that third party for all reciprocal compensation obligations.
- 3.2.2 BellSouth and TCG, upon mutual agreement, shall establish interconnection trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Exhibits C-F of this Attachment 3, attached hereto and incorporated herein by this reference and pursuant to Section 3.16.
- 3.2.3 Except as otherwise provided in Section 1.9-1.9.2, all terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnection trunk groups between BellSouth and TCG not addressed in Exhibit A shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' Reciprocal Compensation traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. TCG shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.
- 3.3 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.
- 3.4 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.
- 3.5 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.
- 3.6 The Parties shall establish one-way or two-way, as requested by TCG, combined-use FG-D trunks on which TCG may combine originating Reciprocal Compensation Traffic with Exchange Access Traffic on Feature Group B and D exchange access trunks TCG obtains from BellSouth. TCG will report to BellSouth the factors necessary for proper billing of such combined traffic as set forth in this Attachment. Where TCG utilizes Feature Group B and D exchange access trunks to deliver Reciprocal Compensation Traffic with Exchange Access Traffic to BellSouth, BellSouth shall establish separate one-way trunk group(s) (or a two-way group used to carry traffic one way) to deliver Reciprocal Compensation Traffic to TCG. BellSouth will use or establish a POI for such trunk group in accordance with Section 1.5 of this Attachment.
- 3.7 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide TCG its alternative

routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.

- 3.8 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.9 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.10 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.11 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.12 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.13 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the BLV/BLVI trunk groups(s) using network routable access codes published in the LERG. Nothing herein requires either party to provide BLV/BLVI to its respective end user customers.
- 3.14 With respect to trunk groups for Reciprocal Compensation Traffic, the originating Party shall be responsible for overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in this Attachment. With respect to trunk groups for Meet Point Billing Traffic and Transit Traffic, TCG is responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in this Attachment.
- 3.15 A design blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a design blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

- 3.15.1 To ensure blocking standards are being met, BellSouth agrees to provide upon request of TCG, the following information on all trunks, regardless of the type of traffic being transported: the number of trunk groups in the network, number of groups with valid measurements, number of trunk groups exceeding the Measured Blocking Threshold for one or three months, and the number of trunk groups exceeding the Design Blocking Threshold for three months. Trunk groups exceeding the Measured Blocking Threshold are listed with an explanatory reason.
- 3.15.2 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to TCG information regarding blocking of interconnection traffic.
- 3.16 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.
- 3.17 **BellSouth Access Tandem Interconnection Architectures**
- 3.17.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. TCG may choose which type of trunking architecture to use from the trunking architectures described in this Attachment 3. However, if both Parties' originated Reciprocal Compensation traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the IP(s) for two-way interconnection trunk groups transporting both Parties Reciprocal Compensation traffic shall be mutually agreed upon. TCG shall order such two-way trunks via the Access Service Request ("ASR") process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request ("TGSR") to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of Reciprocal Compensation traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Reciprocal Compensation Traffic to the other Party. Any TCG interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to TCG from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require TCG to submit a Bona Fide Request/New Business Request ("BFR/NBR") via the BFR/NBR Process set forth in this Agreement.
- 3.18 Standard Trunking Interconnection
- 3.18.1 In this interconnection architecture TCG's originating Reciprocal Compensation and originating and terminating Transit Traffic is transported on a single two-way trunk

group between TCG and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between TCG and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which TCG desires interconnection and has the proper contractual arrangements. This group also carries TCG originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Reciprocal Compensation Traffic is transported on a single one-way trunk group terminating to TCG. The Two-way Trunking Rules, described in this Agreement, do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by TCG. The LERG should be referenced for current routing and tandem serving arrangements. The Standard Trunking Interconnection architecture is illustrated in Exhibit C.

3.19 One Way Trunking Interconnection

3.19.1 In this arrangement, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries TCG-originated Reciprocal Compensation Traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated Reciprocal Compensation Traffic destined for TCG end-users. A third two-way trunk group is established for TCG's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between TCG and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which TCG desires interconnection and has the proper contractual arrangements. This group also carries TCG originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by TCG. The LERG should be referenced for current routing and tandem serving arrangements. One Way Trunking Interconnection is illustrated in Exhibit D.

3.20 Two-Way Trunking Interconnection

3.20.1 Two-Way Trunking Interconnection establishes one two-way trunk group to carry Reciprocal Compensation Traffic between TCG and BellSouth. To establish this type of configuration, TCG and BellSouth must agree to the Two-way Trunking Rules. In addition, a two-way transit trunk group must be established for TCG's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between TCG and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which TCG desires interconnection and has the proper contractual arrangements. This group also carries TCG originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by TCG. The LERG should be

referenced for current routing and tandem serving arrangements. Two-Way Trunk Interconnection is illustrated in Exhibit E.

3.21 **Supergroup Interconnection**

3.21.1 In the Supergroup Interconnection arrangement, the Parties Reciprocal Compensation and TCG's Transit Traffic is exchanged on a single two-way trunk group between TCG and BellSouth. TCG and BellSouth must agree to the Two-way Trunking Rules in order to establish this architecture. This group carries intratandem Transit Traffic between TCG and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which TCG desires interconnection and has the proper contractual arrangements. This group also carries TCG originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested. The LERG should be referenced for current routing and tandem serving arrangements. Supergroup Interconnection is illustrated in Exhibit F.

3.22 **BellSouth End Office Interconnection**

3.22.1 A&T may establish interconnection at BellSouth end offices for the delivery of TCG originated Reciprocal Compensation Traffic destined for BellSouth end-users served by that end-office.

3.22.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to TCG, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements TCG displays in the LERG. Likewise, if TCG interconnects to a BellSouth end office for delivery of TCG originated traffic, TCG will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

3.22.3 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

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

3.22.3.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between an TCG switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an TCG switching center and a BellSouth end office where the traffic exceeds or is

forecasted to exceed a single DS1 of Local Traffic during the time consistent busy hour (as measured utilizing the day-to-day variation and peakedness) per month over a period of three (3) consecutive months. Either Party will install additional capacity between such points when overflow traffic between TCG's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of Local Traffic during the time consistent busy hour (measured utilizing the day-to-day variation and peakedness) per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 3.22.3.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

4 **NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

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

- 4.4 Common Channel Signaling.

- 4.4.1 **Signaling**

- 4.4.1.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases at the rates set forth in Attachment 3. 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.
- 4.4.1.2 When TCG purchases unbundled local switching from BellSouth, BellSouth must provide TCG with unbundled access to BellSouth's signaling network at no additional charge or network infrastructure requirement. Where TCG is a facilities based carrier looking to purchase access to BellSouth's signaling network, TCG shall purchase the appropriate network components from BellSouth at a market-based rate.
- 4.4.1.3 When TCG provides its own signaling or obtains signaling service from a third party provider, BellSouth is obliged to provide seamless interconnection between its signaling network and that of TCG or the alternative supplier(s).
- 4.4.1.4 **Signaling Link Transport**
- 4.4.1.4.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between TCG designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 4.4.2 **SS7**
- 4.4.2.1 When technically feasible and upon request by TCG, 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 TCG's SS7 network to exchange TCAP queries and responses with a TCG SCP.
- 4.4.2.2 SS7 AIN Access shall provide TCG SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and TCG 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 TCG SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 4.4.2.3 **Interface Requirements**
- 4.4.2.3.1 BellSouth shall provide the following STP options to connect TCG or TCG designated local switching systems to the BellSouth SS7 network:
- 4.4.2.3.2 An A-link interface from TCG local switching systems; and,
- 4.4.2.3.3 A B-link interface from TCG local STPs.
- 4.4.2.3.4 Each type of interface shall be provided by one or more layers of signaling links.

- 4.4.2.4 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 4.4.2.5 BellSouth shall provide intraoffice diversity between the SPOI 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.
- 4.4.2.6 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 4.4.3 **Message Screening**
 - 4.4.3.1 BellSouth shall set message screening parameters so as to accept valid messages from TCG local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the TCG switching system has a valid signaling relationship.
 - 4.4.3.2 BellSouth shall set message screening parameters so as to pass valid messages from TCG local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the TCG switching system has a valid signaling relationship.
 - 4.4.3.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from TCG from any signaling point or network interconnected through BellSouth's SS7 network where the TCG SCP has a valid signaling relationship.
- 4.4.4 **Service Control Points (SCP)/Databases**
 - 4.4.4.1 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 Database: Automatic Location Identification/Data Management System. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
 - 4.4.4.2 If TCG chooses to gain access to BellSouth's call related databases, it may do so by connecting to BellSouth's network at the regional STP level. TCG will not be required to connect to BellSouth's databases at each SCP.
 - 4.4.4.3 A 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.

4.4.5 Technical Requirements for SCPs/Databases

- 4.4.5.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 4.4.5.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 4.4.5.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 4.4.6 Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information (“OLI”). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection (“TNS”) parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (“OBF”) adopted guidelines pertaining to TNS codes.
- 4.4.7 BellSouth Common Channel Signaling Access Service (CCSAS) allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 4.4.8 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between the TCG signaling point of interconnection (SPOI) and BellSouth Gateway Signaling Transfer Point (GSTP).
- 4.4.9 The network termination point where this interconnection takes place is called the STP port termination.
- 4.4.10 Charges for signaling links and the STP port termination can be found in Exhibit A of Attachment 3 of this Agreement.
- 4.4.11 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps or higher. The connection to BellSouth GSTP pair can be made from

either TCG's signaling point (SP), which requires a minimum of two links, or from TCG's STP pair, which requires a minimum of four links.

- 4.4.12 SS7 Interconnection will take place at GSTP locations as determined by BellSouth but which will in no way limit access to BellSouth signaling points within the BellSouth region.
- 4.4.13 The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, in conjunction with all local traffic, toll traffic, meet point billing traffic, and transit traffic. The Parties will cooperate on the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its subscribers. All CCS parameters will be provided upon request (where available), including called party number, Calling Party Number (CPN), Originating Line Information (OLI), calling party category, and Charge Number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes.
- 4.4.14 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification (ANI) where available, at parity. The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points (SCPs), including toll free databases, Line Information Database (LIDB), Calling Name (CNAM), and any other necessary databases.
- 4.4.15 When the Parties establish new links subject to the terms and conditions in Section 4 of this Part II-D, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows:
 - 4.4.15.1 Where the SPOI for the signaling link is at a Mid Point Meet, there shall be no compensation between the Parties for the signaling link facilities used.
 - 4.4.15.2 Where the SPOI for the signaling link facilities is located at the BellSouth Wire Center where the signaling link facilities terminates and TCG has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the TCG-provided facility charge according to BellSouth unbundled rate element for the facility used.
 - 4.4.15.3 Where the SPOI for the signaling link facilities is located at the TCG Wire Center where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, TCG will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth unbundled rate element for the facility used.
- 4.4.16 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.