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

guy.hicks@bellsouth.com

REC'D IN
REGULATORY AUTH.

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June 25, 2002

EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
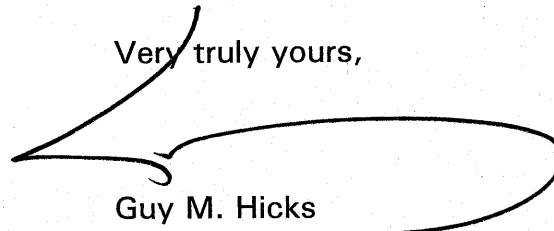460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of ICG Telecom Group, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996* Docket No. 99-00377

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the executed interconnection agreement between BellSouth and ICG Telecom Group, Inc. ("ICG"). This agreement reflects the final agreement of the parties as to all issues associated with interconnection, access to unbundled network elements, collocation and other services to be provided by BellSouth to ICG. The agreement is being submitted to the Authority for its approval pursuant to 47 USC §252(e).

BellSouth and ICG respectfully request that the interconnection agreement be approved as submitted. Copies of the enclosed are being provided to counsel for ICG.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

424368

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. 99-00377

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND ICG TELECOM GROUP, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, ICG Telecom Group, Inc. ("ICG") 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, ICG and BellSouth state the following:

1. ICG and BellSouth have 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 ICG. 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, ICG and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

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3.   In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and ICG 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.   ICG and BellSouth aver that the Agreement is consistent with the standards for approval.

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

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

This 28 day of June , 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
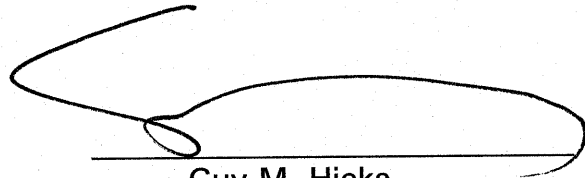
By:_____
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 25 day of June, 2002.

Executive Vice President
Government & External Affairs
ICG Communications, Inc.
161 Inverness Drive West
Englewood, Colorado 80112

General Counsel
ICG Communications, Inc.
161 Inverness Drive West
Englewood, Colorado 80112

_____
Guy M. Hicks

AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ICG TELECOM GROUP, INC.

Tennessee

TABLE OF CONTENTS

General Terms and Conditions
Part A

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ICG Telecom Group, Inc. ("ICG"), a Colorado corporation, and shall be deemed effective as of the date that the Tennessee Regulatory Authority ("TRA") approves this Agreement. This agreement may refer to either BellSouth or ICG or both as a "Party" or "Parties. "

WITNESSETH

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

WHEREAS, ICG is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

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

1.   **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable ICG to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ICG will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2.   Term of the Agreement

2.1   The term of this Agreement shall be three years, beginning on January 1, 2000. This Agreement shall be effective on the date that the TRA approves this Agreement.

2.2   The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than six (6) months unless the Parties agree otherwise.

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 new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 USC 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3.   Ordering Procedures

Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Operational Understanding, as appropriate.

4.   Parity

The services and service provisioning that BellSouth provides ICG for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide ICG with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ICG to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall

also provide ICG with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to ICG and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

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

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

5.2   Rates. Subscriber primary listing information in the White Pages shall be provided at no recurring charge to ICG or its subscribers provided that ICG provides subscriber listing information to BellSouth at no charge.

5.3   Procedures for Submitting ICG Subscriber Information. BellSouth will provide to ICG a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICG will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the CLEC-to-BellSouth Ordering Guidelines (Facilities Based).

5.4   Unlisted Subscribers. ICG will be required to provide to BellSouth the names, addresses and telephone numbers of all ICG customers that wish to be omitted from directories.

5.5   Inclusion of ICG Customers in Directory Assistance Database. BellSouth will include and maintain ICG subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ICG will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

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

9/2/97

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

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ICG subscribers at no charge.

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

If ICG is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of ICG, provide to ICG access to its network elements at any technically feasible point for the provision of ICG's telecommunications service where such access is necessary and failure to provide access would impair the ability of ICG to provide services that it seeks to offer. Any request by ICG for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a BFR/NBR, and shall be submitted to BellSouth pursuant to the BFR/NBR process set forth following.

6.1 A BFR/NBR shall be submitted in writing to ICG's Account Manager by ICG and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include ICG's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. **Liability and Indemnification**

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ICG revenues.

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

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement

whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2   Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third for (I) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

7.3.3   Neither BellSouth nor ICG shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

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

7.4   Indemnification for Certain Claims. BellSouth and ICG providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage

claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5   No liability for Certain Inaccurate Data. Neither BellSouth nor ICG assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

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

8.   Intellectual Property Rights and Indemnification

8.1   No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ICG is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2   Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3   Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of

such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

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

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

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

8.4.3   In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5   Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6   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.

9.   **Treatment of Proprietary and Confidential Information**

9.1   Confidential Information. It may be necessary for BellSouth and ICG to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings,

9/2/97

procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ICG shall receive such Information and not disclose such Information. BellSouth and ICG shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ICG with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ICG will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

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

10.   Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11.   Resolution of Disputes

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

12.   **Taxes**

12.1   <u>Definition</u>. For purposes of this Section12, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2   <u>Taxes and Fees Imposed Directly On Either Seller or Purchaser</u>.

12.2.1   Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

12.2.2   Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

12.3   <u>Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller</u>.

12.3.1   Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

12.3.2   To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.3.3   If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest,

9/2/97

the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.3.4   In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.3.5   If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

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

12.4   <u>Taxes and Fees Imposed on Seller But Passed On To Purchaser</u>.

12.4.1   Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

12.4.2   To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.4.3   If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall

consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.4.4   In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.4.5   If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

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

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

9/2/97

13. **Force Majeure**

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

14. **Modification of Agreement**

14.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to ICG any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

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

14.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the

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

14.5   In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ICG or BellSouth to perform any material terms of this Agreement, ICG or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

14.6   If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

15.   **Waivers**

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

16.   **Governing Law**

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

17.   **Arm's Length Negotiations**

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

9/2/97

18. **Notices**

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

ICG Telecom Group, Inc

Executive Vice President Government & External Affairs
ICG Communications, Inc.
161 Inverness Drive West
Englewood, Colorado 80112

With a copy to:

General Counsel
ICG Communications, Inc.
161 Inverness Drive West
Englewood, Colorado 80112

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

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

19. ## Rule of Construction

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

20. ## Headings of No Force or Effect

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

21. ## Multiple Counterparts

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

22. ## Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.

CW Bolty
_____
Signature

C. W. Boltz
_____
Name

Managing Director
_____
Title

_11-01-01_
_____
Date

ICG Telecom Group, Inc.

M.D. Kallet
_____
Signature

Michael D Kallet
_____
Name

EVP Operation, CTC
_____
Title

_10-29-01_
_____
Date

Definitions

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

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

Commission is defined as the appropriate regulatory agency in Tennessee.

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

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

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

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; a CLEC other than ICG; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICG to an end user of BellSouth or ICG.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

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

9/2/97

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

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

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

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

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

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

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

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two

or four dedicated 56 kbps transmission paths between ICG designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

Attachment 1

Resale

TABLE OF CONTENTS

RESALE

1. Discount Rates

The rates pursuant by which ICG is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

2.1 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.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 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.

2.6 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as ICG subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as ICG, may offer resold local exchange telecommunications service.

3.   General Provisions

3.1   ICG may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.2   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. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3.3   ICG may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.3.1   ICG must resell services to other end users.

3.3.2   ICG must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.3.3   ICG cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.4   The provision of services by BellSouth to ICG does not constitute a joint undertaking for the furnishing of any service.

3.5   ICG will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICG for all services.

3.6   ICG 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.

3.7   BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.8   BellSouth maintains the right to serve directly any end user within the service area of ICG. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICG.

3.9   Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.10   Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. ICG has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.

3.11   For the purpose of the resale of BellSouth's telecommunications services by ICG, BellSouth will provide ICG with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that ICG cancel its reservations of numbers. ICG shall comply with such request.

3.12   Further, upon ICG's request, and for the purpose of the resale of BellSouth's telecommunications services by ICG, BellSouth will reserve up to 100 telephone numbers per CLLIC, for ICG's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of ICG's reasonable need in that particular CLLIC.

3.13   BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICG.

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

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

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

3.17   BellSouth accepts no responsibility to any person for any unlawful act committed by ICG or its end users as part of providing service to ICG for purposes of resale or otherwise.

3.18   BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of ICG will be directed to ICG. BellSouth will bill ICG for implementing any requests by law enforcement agencies regarding ICG end users.

3.19   The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.19.1   Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

3.19.2   Cause damage to BellSouth's plant;

3.19.3   Impair the privacy of any communications; or

3.19.4   Create hazards to any BellSouth employees or the public.

3.20   ICG assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ICG.

3.21   Facilities and/or equipment utilized by BellSouth to provide service to ICG remain the property of BellSouth.

3.22   White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.23   BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, ICG shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, ICG shall provide paper copies of customer record information within a reasonable period of time upon request by

BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that ICG and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.24   All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

3.25   Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")

- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities

- Call Forward on Busy/Don't Answer ("CF-B/DA")

- Call Forward on Busy ("CF/B")

- Call Forward Don't Answer ("CF/DA")

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

3.26   BellSouth's Inside Wire Maintenance Service Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.27   All costs incurred by BellSouth for providing services requested by ICG that are not covered in the BellSouth tariffs shall be recovered from ICG if ICG utilizes those services.

3.28   Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4.   BellSouth's Provision of Services to ICG

4.1   ICG agrees that its 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 Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 in the state of Tennessee.

4.1.3   BellSouth reserves the right to periodically audit services purchased by ICG to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ICG 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.

4.2   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   ICG may resell services only within the specific resale service area as defined in its certificate.

4.4   Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5.   **Maintenance of Services**

5.1   ICG will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance and installation of service.

5.2   Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3   ICG or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

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

5.5 ICG will be BellSouth's single point of contact for all repair calls on behalf of ICG's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 ICG will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, ICG accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.9 BellSouth reserves the right to contact ICG's end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, ICG will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for ICG's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA) and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from ICG that a current end user of BellSouth will subscribe to ICG's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for ICG's end user customer. ICG must, however, be able to demonstrate end user authorization upon request.

6.5 ICG will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from ICG to BellSouth or will accept a request from another CLEC for conversion of the end user's service from ICG to the other LEC. BellSouth will notify ICG that such a request has been processed.

6.6   If BellSouth determines that an unauthorized change in local service to ICG has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess ICG as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to ICG. These charges can be adjusted if ICG provides satisfactory proof of authorization.

6.7   In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1   Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2   If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3   Such security deposit may not exceed two months' estimated billing.

6.7.4   The fact that a security deposit has been made in no way relieves ICG from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5   BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6   In the event that ICG defaults on its account, service to ICG will be terminated and any security deposits held will be applied to its account.

6.7.7   Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7.   **Payment And Billing Arrangements**

7.1   Prior to submitting orders to BellSouth for local service, a master account must be established for ICG. ICG is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA) and a tax exemption certificate, if applicable.

7.2   BellSouth shall bill ICG on a current basis all applicable charges and credits.

7.3   Payment of all charges will be the responsibility of ICG. ICG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICG from ICG's end user. BellSouth will not become involved in billing disputes that may arise between ICG and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.4   BellSouth will render bills each month on established bill days for each of ICG's accounts.

7.5   BellSouth will bill ICG in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ICG, and ICG will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

7.6   The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1   If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.2   If ICG requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to ICG.

7.6.3   Billing Disputes

7.6.3.1   Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2   If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

7.6.3.3   If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4   If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7   Upon proof of tax exempt certification from ICG, the total amount billed to ICG will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. ICG will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to ICG's end user.

7.8   If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. ICG will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

7.9   Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ICG.

7.10   BellSouth will not perform billing and collection services for ICG as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11   Pursuant to 47 CFR Section 51.617, BellSouth will bill ICG end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.12   In general, BellSouth will not become involved in disputes between ICG and ICG's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ICG shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ICG to resolve the matter in as timely a manner as possible. ICG may be required to submit documentation to substantiate the claim.

8.   Discontinuance of Service

8.1   The procedures for discontinuing service to an end user are as follows:

8.1.1   Where possible, BellSouth will deny service to ICG's end user on behalf of, and at the request of, ICG. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ICG.

8.1.2   At the request of ICG, BellSouth will disconnect an ICG end user customer.

8.1.3   All requests by ICG for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4   ICG will be made solely responsible for notifying the end user of the proposed disconnection of the service.

8.1.5   BellSouth will continue to process calls made to the Annoyance Call Center and will advise ICG when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ICG and/or the end user against any claim, loss or damage arising from providing this information to ICG. It is the responsibility of ICG to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

8.1.6   BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2   The procedures for discontinuing service to ICG are as follows:

8.2.1   BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the

facilities, or any other violation or noncompliance by ICG of the rules and regulations of BellSouth's Tariffs.

8.2.2   If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICG, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by ICG to receive notices of noncompliance, and discontinue the provision of existing services to ICG at any time thereafter.

8.2.3   In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4   If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICG without further notice.

8.2.5   If payment is not received or arrangements made for payment by the date given in the written notification, ICG's services will be discontinued. Upon discontinuance of service on an ICG account, service to ICG's end users will be denied. BellSouth will also reestablish service at the request of the end user or ICG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ICG is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6   If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9.   **Line Information Database (LIDB)**

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

9.2   BellSouth will provide LIDB Storage upon written request to ICG Account Manager stating requested activation date.

10.   **RAO Hosting**

10.1   The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2   BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11.   Optional Daily Usage File (ODUF)

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

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

12.   Enhanced Optional Daily Usage File (EODUF)

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

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

13.   Calling Name Delivery (CNAM) Database Service

13.1   Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2   BellSouth will provide CNAM Database service upon written request to its Account Manager stating a requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ICG for the purposes of resale to ICG end users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
TENNESSEE**	16%	16%	

* When ICG 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.

** In Tennessee, if ICG provides its own operator services and directory services, the discount shall be 21.56%. ICG must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from the CLEC by one of the OSS interactive interfaces**	**Manual** **Per LSR received from the CLEC by means other than one of the OSS interactive interfaces**
OSS LSR Charge	**$3.50**	**$19.99**
USOC	**SOMEC**	**SOMAN**

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

ICG will incur an OSS charge for an accepted LSR that is later canceled by ICG.

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

Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE

	Type of Service	TN	
		Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Note 2
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services (Note 4)	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch^{SM} Svc (See Note 5)	Yes	Yes
9	MemoryCall^R Service	Yes	No
10	Mobile Services	Yes	No
11	Federal Subscriber Line Charges	Yes	No
12	Non-Recurring Charges	Yes	No
13	Customer Line Charge – Number Portability	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 customers who would have qualified for the promotion had it been provided by BellSouth directly.
3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates: (a) the stated tariff rate, less the wholesale discount; or (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate.)
4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. ICG is responsible for recovering the Subscriber Line Charge from the NECA interstate toll settlement pool just as BellSouth does today. The maximum rate that ICG may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
5 AdWatch^{SM} Service is tariffed as BellSouth$^®$ AIN Virtual Number Call Detail Service.

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

I. **SCOPE**

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 ICG and pursuant to which BellSouth, its LIDB customers and ICG shall have access to such information. ICG 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 ICG, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B.   LIDB is accessed for the following purposes:
   1. Billed Number Screening
   2. Calling Card Validation
   3. Fraud Control

C.   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 ICG of fraud alerts so that ICG may take action it deems appropriate. ICG understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by ICG pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to ICG 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.

ICG understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. ICG further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, ICG understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on ICG's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate ICG's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a)   ICG agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for ICG's end user accounts which are resident in LIDB pursuant to this Agreement. ICG authorizes BellSouth to place such charges on ICG's bill from BellSouth and agrees that it shall pay all such charges. Charges for which ICG hereby takes responsibility include, but are not limited to, collect and third number calls.

(b)   Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

(c)   ICG shall have the responsibility to render a billing statement to its end users for these charges, but ICG's obligation to pay BellSouth for the charges billed shall be independent of whether ICG is able or not to collect from ICG's end users.

(d)   BellSouth shall not become involved in any disputes between ICG and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to ICG. It shall be the responsibility of ICG and the other entity to negotiate and arrange for any appropriate adjustments.

II.   TERM

This Agreement will be effective as of the date that the entire Interconnection Agreement is approved by the TRA and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III.   FEES FOR SERVICE AND TAXES

A.   ICG will not be charged a fee for storage services provided by BellSouth to ICG, as described in Section I of this 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 ICG. ICG shall have the right to have BellSouth contest with the imposing jurisdiction, at ICG's expense, any such taxes that ICG deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. ICG agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and ICG further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

D.   This Agreement constitutes the entire Agreement between ICG and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E.   Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F.   Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G.   This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated
_____, between BellSouth Telecommunications, Inc. ("BellSouth"), and ICG ("ICG"),
effective the _____ day of _____, _____.

I.   **GENERAL**

This Addendum sets forth the terms and conditions for ICG's provision of billing
number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will
store in its LIDB the billing number information provided by ICG, and BellSouth will
provide responses to on-line, call-by-call queries to this information for purposes
specified in Section I.B. of the Agreement.

II.   **DEFINITIONS**

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, or with a SPNP arrangement.

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

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

E.   PIN number - a four digit security code assigned by BellSouth which 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 ICG.

G.   Billed Number Screening - refers to the activity of determining whether a toll billing
exception indicator is present for a particular billing number.

H.   Calling Card Validation - refers to the activity of determining whether a particular
calling card number exists as stated or otherwise provided by a caller.

I.   Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by ICG.

III.   **RESPONSIBILITIES OF PARTIES**

A.   BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. ICG will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B.   Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of ICG. BellSouth will not issue line-based calling cards in the name of ICG's individual end users. In the event that ICG wants to include calling card numbers assigned by ICG in the BellSouth LIDB, a separate agreement is required.

C.   BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D.   BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1.   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.

2.   Determine whether ICG has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ICG by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2. ICG shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to ICG on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4. ICG must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from ICG to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of ICG and will coordinate all associated conversion activities.

5. BellSouth will receive messages from ICG that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ICG.

7. All data received from ICG that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from ICG that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by ICG and will forward them to ICG on a daily basis.

10. Transmission of message data between BellSouth and ICG will be via CONNECT: Direct.

11. All messages and related data exchanged between BellSouth and ICG will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12. ICG will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates. ·

13. Should it become necessary for ICG to send data to BellSouth more than sixty (60) days past the message date(s), ICG will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ICG to notify all affected Parties.

14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ICG) identified and agreed to, the company responsible for creating the data (BellSouth or ICG) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from ICG, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ICG of the error condition. ICG will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ICG will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16.   In association with message distribution service, BellSouth will provide ICG with associated intercompany settlements reports (CATS and NICS) as appropriate.

17.   In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18.   <u>RAO Compensation</u>

18.1   Rates for message distribution service provided by BellSouth for ICG are as set forth in Exhibit H to this Attachment.

18.2   Rates for data transmission associated with message distribution service are as set forth in Exhibit H to this Attachment.

18.3   Data circuits (private line or dial-up) will be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG 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 ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4   All equipment, including modems and software, that is required on the ICG end for the purpose of data transmission will be the responsibility of ICG.

19.   <u>Intercompany Settlements Messages</u>

19.1   This Section addresses the settlement of revenues associated with traffic originated from or billed by ICG as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ICG and the involved company(ies), unless that company is participating in NICS.

19.2   Both traffic that originates outside the BellSouth region by ICG and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ICG, is covered by this Agreement (CATS).

Also covered is traffic that either is originated by or billed by ICG, involves a company other than ICG, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3   Once ICG is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4   BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.

19.5   BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.

19.6   BellSouth will collect the revenue earned by ICG from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on ICG. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7   BellSouth will collect the revenue earned by ICG within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly CABS miscellaneous bill.

BellSouth and ICG agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

Optional Daily Usage File

1. Upon written request from ICG, BellSouth will provide the Optional Daily Usage File (ODUF) service to ICG pursuant to the terms and conditions set forth in this section.

2. ICG shall furnish all relevant information required by BellSouth for the provision of ODUF.

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ICG customer.

    Charges for delivery of ODUF will appear on ICG's monthly bills. The charges are as set forth in Exhibit H to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5. Messages that error in ICG's billing system will be the responsibility of ICG. If, however, ICG should encounter significant volumes of errored messages that prevent processing by ICG within its systems, BellSouth will work with ICG 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 ICG:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 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 ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3   BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to ICG.

6.1.4   In the event that ICG detects a duplicate on ODUF they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth).

6.2   Physical File Characteristics

6.2.1   ODUF will be distributed to ICG via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2   Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG 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 ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. 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 ICG's end for the purpose of data transmission will be the responsibility of ICG.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4   Pack Rejection

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

6.5   Control Data

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

6.6   Testing

6.6.1   Upon request from ICG, BellSouth shall send test files to ICG for ODUF. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ICG set up a production (LIVE) file. The live test may consist of ICG's employees making test calls for the types of services ICG requests on ODUF. These test calls are logged by ICG, 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 ICG, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to ICG 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. ICG shall furnish all relevant information required by BellSouth for the provision of EODUF.

3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of EODUF will appear on ICG's monthly bills. The charges are as set forth in Exhibit H to this Attachment.

5. All messages will be in the standard ATIS EMI record format.

6. Messages that error in the billing system of ICG will be the responsibility of ICG. If, however, ICG should encounter significant volumes of errored messages that prevent processing by ICG within its systems, BellSouth will work with ICG to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to ICG:
Customer usage data for flat rated local call originating from ICG's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

> Date of Call
> From Number
> To Number
> Connect Time
> Conversation Time
> Method of Recording
> From RAO
> Rate Class
> Message Type
> Billing Indicators
> Bill to Number

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

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

7.2   <u>Physical File Characteristics</u>

7.2.1   The Enhanced Optional Daily Usage Feed will be distributed to ICG over their existing ODUF feed. EODUF messages will be intermingled among ICG's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. 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 ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG 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 ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. 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 ICG's end for the purpose of data transmission will be the responsibility of ICG.

7.3   <u>Packing Specifications</u>

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. **DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

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

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. **ATTACHMENT**

2.1 This Attachment contains the terms and conditions where BellSouth will provide to ICG access to the BellSouth CNAM SCP for query or record storage purposes.

ICG shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to ICG's access to BellSouth's CNAM Database Services and shall be addressed to ICG's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

3.1   BellSouth's provision of CNAM Database Services to ICG requires interconnection from ICG to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4   Out-Of-Region Customers.   If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

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

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

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

BELLSOUTH/ICG RATES
ODUF/EODUF/CMDS/CNAM

RATES		
DESCRIPTION	**USOC**	**TN**
ODUF/EODUF/CMDS		
ODUF: Recording, per message	N/A	$0.0000044
ODUF: Message Processing, per message	N/A	$0.0027366
EODUF: Message Processing, per message	N/A	$0.004
CMDS: Message Processing, per message	N/A	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$52.75
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000339
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01
NRC, applicable when ICG uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	$595.00
* Volume and term arrangements are also available.		

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request of either party

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1.   **Introduction**

1.1   Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2   BellSouth shall, upon request of ICG, and to the extent technically feasible, provide to ICG access to its network elements for the provision of ICG's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3   ICG may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner ICG chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by ICG for combining to the designated ICG collocation space. The network elements shall be provided as set forth in this Attachment.

1.4   BellSouth will provide the following combined network elements for purchase by ICG. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP

1.5   BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6   In the event that any final legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7   ICG will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding Agreement regarding maintenance and installation of service.

1.8   Upon request by ICG, and pursuant and in accordance with the guidelines set forth by the FCC in CC Docket No. 96-98 UNE Remand Order dated November 5, 1999 and November 24, 1999, BellSouth will convert the provision of special access services to UNEs to the extent possible on a mechanized basis. The costs associated with the conversion will be the costs for converting a service where no physical change to the network is required (i.e. a record change charge) and will be pursuant to procedures mutually agreed upon by the Parties.

1.9   Enhanced Extended Link

1.9.1   For Enhanced Extended Links (EEL), "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.9.2   The Parties shall devise and implement a means to extend the unbundled loop sufficient to allow ICG to use a collocation arrangement at any BellSouth location per LATA (e.g., tandem switch) to obtain access to the unbundled loop(s) at any other BellSouth serving central office within the LATA. The means of extending the unbundled loop, hereinafter collectively referred to as "EEL", shall include, to the extent necessary, the loop, cross connects at the serving central office, aggregating, multiplexing, and routing at the serving central office, and transport to ICG's switch or an ICG collocation site and otherwise shall be in accordance with the parameters established by the FCC in its November 5, 1999 UNE Order.

1.9.3   BellSouth shall make available to ICG those EEL combinations and transport only to the extent such combinations of loop and transport network elements are Currently Combined. BellSouth will make available new, not Currently Combined EELs,

combinations of loops and transport network elements in density Zone 1 of the Nashville-MSA to ICG.

1.9.4   The total price charged by BellSouth for the currently combined EEL and new, not Currently Combined EELs described in section 1.9.3, shall be precisely the sum of the Commission-based TELRIC rates for: (1) an unbundled loop, (2) a cross connect of appropriate capacity, and (3) unbundled interoffice dedicated transport.

1.9.5   Although not required to provide EELs which are not Currently Combined in the network, BellSouth agrees to combine loop and transport network elements and provide such elements at rates mutually agreed upon by the Parties.

1.9.6   There may be instances wherein ICG will require multiplexing functionality. Multiplexing will be provided pursuant to the interconnection agreement at TELRIC rates when unbundled network elements are used for interoffice transport.

1.9.7   Special Access Service Conversions

1.9.7.1   ICG may not convert special access services to combinations of loop and transport network elements, whether or not ICG self-provides its entrance facilities (or obtains entrance facilities from a third party), unless ICG uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent ICG converts its Special Access Services to combinations of loop and transport network elements at UNE prices, ICG hereby certifies that it is providing a significant amount of local exchange service over such combinations. If BellSouth concludes that ICG is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the General Terms and Conditions of this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from ICG.

1.9.7.2   A significant amount of local exchange traffic shall be as set forth in the FCC's Supplemental Order, released November 24, 1999 in CC Docket 96-98, including the FCC's reference, in footnote 9, to the joint Ex Parte submitted by Intermedia Communications. The Parties agree that the conditions set forth in the Ex Parte is an example of what the FCC would consider as a significant local exchange service component. The Parties acknowledge that there may be other criteria that would satisfactorily define a "significant local exchange component" and both Parties agree to consider other factors proposed by the other Party. If the Parties cannot agree as to the sufficiency of the factors proposed, either Party may petition the Commission for resolution of the issue. During the pendency of the Commission proceeding, BellSouth will continue to provide the special access conversion(s) at issue and bill

ICG at the UNE rates. Depending on the outcome of the Commission proceeding, the reimbursement process set forth in 1.9.7.1 may be used.

2.   Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1   **Unbundled Loops**

2.1.1   Definition

2.1.1.1   The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

2.1.1.2   The provisioning of service to ICG 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 in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

2.1.2   BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.2.1   "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and ICG advised.

2.1.2.2   "Order Coordination – Time Specific" refers to service order coordination in which ICG requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. ICG may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ICG 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 according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.3   Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior

to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by ICG, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1, Section 5.1.1, will apply. If ICG cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No.1, Section 5.4.

2.1.4   If ICG modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by ICG.

2.1.5   BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.1.5.1   SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an 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 customers. If ICG requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.5.2   SL2 loops shall have test points, will be designed with a Design Layout Record (DLR) provided to ICG, and will be provided with Order Coordination. The OC feature will allow ICG 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.

2.1.6   BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR.

2.1.7   As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer OC-TS. This will allow ICG the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8   ICG will be responsible for testing and isolating troubles on the loops. Once ICG has isolated a trouble to the BellSouth provided loop, ICG will issue a trouble 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 customers.

2.1.8.1   If ICG reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge ICG for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.8.2   If ICG reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge ICG for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9   In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kft in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6 kft of bridged tap in addition to the loop itself.

2.1.9.1   The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.

2.1.9.2   The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. ICG may use the UCL loop for a variety of services, including,xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of ICG's choosing. ICG will determine the type of service that will be provided over the loop.

2.1.9.3   Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, ICG agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.9.4   The UCL loop shall be provided to ICG in accordance with BellSouth's Technical Reference 73600.

2.1.10   Technical Requirements

2.1.10.1   To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then ICG can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet ICG's request.

2.1.10.2   ICG 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.

2.1.10.3   The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by ICG will be consistent with industry standards and BellSouth's TR73600.

2.1.10.4   ICG may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if ICG orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by ICG using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.1.10.5   In some instances, ICG will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that ICG can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. ICG will determine the type of service that will be provided over the loop. In some cases, ICG may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

2.1.10.6   In cases in which ICG has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

2.1.10.6.1   ICG, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to ICG's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. ICG will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

2.1.10.6.2   In addition, ICG recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that ICG has placed on the loop. If this occurs, BellSouth will work cooperatively with ICG to restore the circuit to its previous modified status as quickly as possible. ICG will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.1.10.7 The loop shall be provided to ICG in accordance with the following Technical References:

2.1.10.7.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.1.10.7.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.1.10.7.3 Telcordia (formerly B llCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.1.10.7.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.1.10.7.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.2   **Integrated Digital Loop Carriers**

2.2.1   Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit ICG to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide ICG with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. ICG will then have the option of paying the one-time SC rates to place the loop facilities or ICG may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.3   **Network Interface Device**

2.3.1   <u>Definition</u>

2.3.1.1   The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the end user customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

2.3.2   Technical Requirements

2.3.2.1   The NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

2.3.2.2   The NID shall be capable of transferring electrical analog or digital signals between the end user customer's inside wiring and the Distribution Media.

2.3.2.3   All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

2.3.2.4   The NID shall be capable of withstanding all normal local environmental variations.

2.3.2.5   Where feasible, the NID shall be physically accessible to ICG designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, ICG shall obtain entrance permission directly from the end user.

2.3.2.6   BellSouth shall offer the NID as a stand-alone component. Additionally, ICG may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow ICG to disconnect the BellSouth loop from the BellSouth NID in order to connect ICG's loop to the BellSouth NID. In these cases, ICG accepts all liability associated with this process and it is ICG's responsibility to make sure the disconnected BellSouth loop is properly grounded.

2.3.3   Interface Requirements

2.3.3.1   The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

2.3.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

2.3.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

2.3.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

2.3.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance."

2.4   **Unbundled Loop Concentration (ULC) System**

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

2.4.2   ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to ICG at ICG's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to ICG's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.5   **Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its voice grade Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

2.5.1.   Unbundled Sub-Loop (USL)

2.5.2.1.   Definition

2.5.1.1.1   The voice grade Unbundled Sub-Loop provides connectivity between the NID component of the sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. Riser cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as voice grade 2-wire or 4-wire circuits and will include a NID.

2.5.2.2   The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.

2.5.2.3   Requirements for All Unbundled Sub-Loops

2.5.2.3.1   Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface.

Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.5.2.3.2   Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, ICG would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to ICG's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. ICG's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. ICG's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

2.5.2.3.3   BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where ICG has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.2.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.2.3.4) to accommodate ICG's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. ICG will then have the option of paying the one-time SC charge to modify the facilities to meet ICG's request.

2.5.2.3.4   During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice ICG's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, ICG requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

2.5.2.3.5   <u>Interface Requirements</u>

2.5.2.3.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference:

2.5.2.3.5.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994.

2.5.2   Unbundled Sub-Loop Concentration System (USLC)

2.5.2.1   Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to ICG with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into ICG's collocation space. TR-008 and TR303 interface standards are available.

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

2.5.2.3   In these scenarios ICG would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ICG's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.5.3   <u>Unbundled Network Terminating Wire (UNTW)</u>

2.5.3.1   BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to ICG pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.5.3.2   <u>Definition</u>

2.5.3.2.1   UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

2.5.3.3   <u>Requirements</u>

2.5.3.3.1   BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to ICG. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of ICG's request for UNTW. If no spare pairs are available and the end user is no longer using

BellSouth's local service, BellSouth will relinquish the first pair to ICG. If after BellSouth has relinquished the first pair to ICG and the end user decides to change local service providers to BellSouth, ICG will relinquish the first pair back to BellSouth.

2.5.3.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, ICG agrees to surrender their spare pair(s) upon request by BellSouth.

2.5.3.3.3 If an end user of ICG desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then ICG agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

2.5.3.3.4 If ICG has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to ICG's NTW to provide local exchange service to the end user, then ICG agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.5.3.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of ICG.

2.5.3.4 <u>Technical Requirements</u>

2.5.3.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. ICG will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. ICG will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.6 **Dark Fiber**

2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

2.6.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

2.6.3   Requirements

2.6.3.1   BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to ICG pursuant to the prices set forth in this Attachment.

2.6.3.2   ICG may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.6.3.3   BellSouth shall use its best efforts to provide to ICG information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from ICG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

2.6.3.4   BellSouth shall use its best efforts to make Dark Fiber available to ICG within thirty (30) business days after it receives written confirmation from ICG that the Dark Fiber previously deemed available by BellSouth is wanted for use by ICG. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable ICG to connect or splice ICG provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.7   **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.8   **Operational Support Systems (OSS)**
BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	TN
OSS LSR charge, per LSR received from ICG by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

2.8.1   Denial/Restoral OSS Charge

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

2.8.2   Cancellation OSS Charge

ICG will incur an OSS charge for an accepted LSR that is later canceled by ICG.

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

2.8.3   Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

3. **Switching**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 **Local Switching**

3.1.1 Definition

Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP)) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to ICG's transport facilities, dedicated facilities and systems, shall be unbundled from all other Network Elements and other services, i.e., Operator Systems, Common (Shared) Transport, and Dedicated Transport. BellSouth and ICG shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

3.1.1.1 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by ICG. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR/NBR process.

3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ICG purchasing local BellSouth switching and reselling

BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ICG customers may use the same dialing arrangements as BellSouth customers, but obtain an ICG branded service.

3.1.2   Technical Requirements

3.1.2.1   The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

3.1.2.2   Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

3.1.2.3   When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.1.2.4   Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ICG will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

3.1.2.5   BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

3.1.2.6   BellSouth shall activate service for an ICG customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ICG's services without loss of switch feature functionality as defined in this Agreement.

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

3.1.2.8   BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

3.1.2.10   BellSouth shall perform manual call trace and permit customer originated call trace.

3.1.2.11   Special Services provided by BellSouth will include the following:

3.1.2.11.1 Telephone Service Prioritization;

3.1.2.11.2 Related services for handicapped;

3.1.2.11.3 Soft dial tone where required by law; and

3.1.2.11.4 Any other service required by law.

3.1.2.12   BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

3.1.2.13   BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

3.1.2.14   BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to ICG, upon a reasonable request from ICG. ICG will pay BellSouth for all costs incurred to provide such performance data through the BFR/NBR process.

3.1.2.15   BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

3.1.2.15.1 Basic and primary rate ISDN;

3.1.2.15.2 Residential features;

3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);

3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

3.1.2.15.5 Advanced intelligent network triggers supporting ICG and BellSouth service applications.

3.1.3   BellSouth shall offer to ICG all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

3.1.3.1   Off-Hook Immediate
3.1.3.2   Off-Hook Delay
3.1.3.3   Termination Attempt
3.1.3.4   6/10 Public Office Dialing Plan
3.1.3.5   Feature Code Dialing
3.1.3.6   Customer Dialing Plan

3.1.4　　When the following triggers are supported by BellSouth, BellSouth will make these triggers available to ICG:

3.1.4.1　Private EAMF Trunk
3.1.4.2　Shared Interoffice Trunk (EAMF, SS7)
3.1.4.3　N11
3.1.4.4　Automatic Route Selection

3.1.5　　Where capacity exists, BellSouth shall assign each ICG customer line the class of service designated by ICG (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ICG customers to ICG directory assistance operators at ICG's option.

3.1.6　　Where capacity exists, BellSouth shall assign each ICG customer line the class of services designated by ICG (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ICG customers to ICG operators at ICG's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ICG Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

3.1.7　　Local Switching shall be offered in accordance with the requirements of the following technical references:

3.1.7.1　Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

3.1.7.2　Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

3.1.7.3　Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

3.1.7.4　Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

3.1.8　　<u>Interface Requirements</u>

3.1.8.1　BellSouth shall provide the following interfaces to loops:

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

3.1.8.1.2　Coin phone signaling;

3.1.8.1.3　Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

3.1.8.1.4   Two-wire analog interface to PBX;

3.1.8.1.5   Four-wire analog interface to PBX

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

3.1.8.1.7   Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

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

3.1.8.1.9   Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

3.1.8.2   BellSouth shall provide access to the following but not limited to:

3.1.8.2.1   SS7 Signaling Network or Multi-Frequency trunking if requested by ICG;

3.1.8.2.2   Interface to ICG operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.1.8.2.3   Interface to ICG Directory Assistance Services through the ICG switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ICG required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2   **Tandem Switching**

3.2.1   <u>Definition</u>

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

3.2.2   <u>Technical Requirements</u>

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

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

3.2.2.1.2   Tandem Switching will provide screening as jointly agreed to by ICG and BellSouth;

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

3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ICG;

3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

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

3.2.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

3.2.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

3.2.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

3.2.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

3.2.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by ICG. Tandem Switching will provide recording of all billable events as jointly agreed to by ICG and BellSouth.

3.2.2.1.10 Upon a reasonable request from ICG, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ICG.

3.2.2.1.11 BellSouth shall maintain ICG's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

3.2.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a nondiscriminatory manner.

3.2.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all

interfaces available within BellSouth's switching network shall be mutually agreed to by ICG and BellSouth.

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

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

3.2.2.2 Interface Requirements

3.2.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

3.2.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

3.2.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

3.2.2.2.4 Tandem Switching shall interconnect with ICG's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At ICG's request, Tandem Switching shall record and keep records of traffic for billing.

3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for ICG's traffic overflowing from direct end office high usage trunk groups.

3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to ICG) each of the requirements for Tandem Switching set forth in the following technical references:

3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90; .

3.2.2.3.2 GR-905-CORE covering CCSNIS;

3.2.2.3.3 GR-1429-CORE for call management features; and

3.2.2.3.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.

3.3 Packet Switching

3.3.1 BellSouth will provide to ICG unbundled access to its packet switching pursuant to the terms and conditions contained in this section 3.3 and only in those instances when the conditions set forth in 47 CFR §51.319(c)(3) are satisfied.

3.3.2   Description

3.3.2.1   Frame Relay is a connection oriented packet mode service consisting of four basic elements: the User Network Interface (UNI); the Network-Network Interface (NNI); the Data Link Connection Identifier (DLCI); and Committed Information Rate (CIR).

3.3.2.2   Frame Relay provides the end user interface to the BellSouth frame relay switch network. Frame Relay NNI provides the interface between the BellSouth frame relay switch network and the other carrier's frame relay switch network. UNI and NNI switch ports are available at line rate of 56 and 64 kbps (DSO), 1.536 Mbps (DS1) and 44.210 Mbps (DS3).

3.3.2.3   Frame Relay offers one version of service, Permanent Virtual Connection (PVC). A PVC is created when two DLCIs are mapped together. A DLCI is a logical address that is locally significant to a UNI or NNI port interface on the switch. Each DLCI represents a PVC segment across the network. PVC Frame Relay service allows the customer to set up point-to-point virtual circuits through the network.

3.3.2.4   A PVC is provisioned via a service order when service is established and taken down when service is discontinued.

3.3.2.5   The DLCIs reflected on a service order to establish a PVC may reside on UNI or NNI ports that are on the same or different switches located within the same central office.

3.3.2.6   Frame Relay Committed Information Rate (CIR) is an element associated with a PVC that is designed to provide the customer with a sustained throughput under normal conditions. CIR is offered at the following speeds:

0 Bps	Over 0 thru 32 Kbps
Over 32 thru 56 Kbps	Over 56 thru 64 Kbps
Over 64 thru 128 Kbps	Over 128 thru 256 Kbps
Over 256 thru 384 Kbps	Over 384 thru 512 Kbps
Over 512 thru 768 Kbps	Over 768 thru 1.536 Mbps
Over 1.536 thru 4 Mbps	Over 4 thru 10 Mbps
Over 10 thru 16 Mbps	Over 16 thru 34 Mbps
Over 34 thru 44.210 Mbps	

3.3.2.7   A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from the DLCI charge. Two DLCIs that are mapped together to form a PVC must have the same CIR.

3.3.2.8   Frames submitted at a rate above the subscribed CIR will be marked as "discard eligible" (DE) and if network congestion occurs, are subject to being dropped by the network.

3.3.2.9   If CIR is set as equal to zero, then all frames will be marked DE, however, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE.

3.3.2.10   CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

3.3.2.11   Miscellaneous Service Features

3.3.2.11.1   A Feature Change Charge applies whenever a change is made (at the customer's request) to a PVC within a single network configuration at a central office. If multiple changes may be caused by such actions, only one Feature Change Charge will apply.

3.3.2.11.2   Transfer of Service. When a change to the customer of record is requested, Transfer of Service charges will apply. Charges are applied on a Billing Account Number (BAN).

3.3.2.12   <u>Technical Interface Requirements and Specifications</u>

3.3.2.12.1   Frame Relay is in compliance with various industry standards as follows:

3.3.2.12.1.1 ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) –Digital Subscriber Signaling System No. 1 (DSS1) – Signaling Specification for Frame Relay Service", and

3.3.2.12.1.2 ANSI T1.618-1991, "Integrated Services Digital Network (ISDN) –Core Aspects of Frame Relay Bearer Service";

3.3.2.12.1.3 Document No. 001-208966, "Frame Relay Specification with Extension Based on Proposed T1S1 Standards", Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc.; and

3.3.2.12.1.4 Frame Relay Forum Document FRF.2, Frame Relay Network-to-Network Phase 1 Implementation Agreement.

3.3.2.12.1.5 All UNI local channel facilities must be in conformance with ANSI standards T1.617-1991, T1.618-1991.

3.3.2.12.1.6 All NNI local channel facilities must be in conformance with ANSI standards and Bellcore Technical Reference TR-TSV-001370.

3.3.2.12.1.7 Performance specifications for BellSouth FRS are contained in: BellSouth Technical Reference 73587, Frame Relay Service Interface and Performance Specifications.

3.4 Rates

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

3.5 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	TN
OSS LSR charge, per LSR received from ICG by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from ICG by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

3.5.1 Denial/Restoral OSS Charge

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

3.5.2 Cancellation OSS Charge

ICG will incur an OSS charge for an accepted LSR that is later canceled by ICG.

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

3.5.3   Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

4.   **Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

4.1   **Transport**

4.1.1   <u>Definition of Common (Shared) Transport</u>

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

4.1.2   <u>Technical Requirements of Common (Shared) Transport</u>

4.1.2.1   Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

4.1.2.2   Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

4.1.2.4   At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

4.1.2.4.1   ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

4.1.2.4.2   ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

4.1.2.4.3   ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

4.1.2.4.4   ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

4.1.2.4.5   ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

4.1.2.4.6   ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

4.1.2.4.7   ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

4.1.2.4.8   ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

4.1.2.4.9   ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

4.1.2.4.10   ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

4.1.2.4.11   ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

4.1.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

4.1.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

4.1.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

4.1.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

4.1.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

4.1.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

4.1.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

4.1.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

4.1.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

4.1.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

4.1.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

4.1.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

4.1.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

4.1.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

4.1.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

4.1.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

4.1.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

4.1.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

4.2 **Dedicated Transport**

4.2.1 <u>Definitions</u>

4.2.1.1 <u>Dedicated Transport</u> is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

4.2.1.2 <u>Unbundled Local Channel</u> is the dedicated transmission path between ICG's Point of Presence and the BellSouth Serving Wire Center's collocation.

4.2.1.3 <u>Unbundled Interoffice Channel</u> is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

4.2.2.1 As capacity on a shared UNE facility.

4.2.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to ICG. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

4.2.3 When Dedicated Transport is provided it shall include:

4.2.3.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

4.2.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

4.2.4 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

4.2.5 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

4.2.5.1 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to ICG designated traffic.

4.2.5.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

4.2.5.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

4.2.5.4 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

4.2.5.5.1 DS0 Equivalent;

4.2.5.5.2 DS1 (Extended SuperFrame - ESF);

4.2.5.5.3 DS3 (signal must be framed);

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

4.2.5.6 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by ICG.

4.2.5.7 National References:

4.2.5.7.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;

4.2.5.7.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats;*

4.2.5.7.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;

4.2.5.7.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings;*

4.2.5.7.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces;*

4.2.5.7.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement;*

4.2.5.7.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications;*

4.2.5.7.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface;*

4.2.5.7.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification;*

4.2.5.7.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement);*

4.2.5.7.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;

4.2.5.7.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;

4.2.5.7.13 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces;*

4.2.5.7.14 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications;*

4.2.5.8 Telecordia (formerly Bellcore) Technical Documents:

4.2.5.8.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;

4.2.5.8.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;

4.2.5.8.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;

4.2.5.8.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994

4.2.5.8.5   GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;

4.2.5.8.6   Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

4.2.5.8.7   Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;

4.2.5.8.8   Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

4.2.4.8.9   Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;

4.2.4.8.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;

4.2.4.8.11 Telecorida (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;

4.2.4.9   BellSouth Technical References:

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

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

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

4.3   **Dark Fiber**

4.3.1   BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

4.3.2   Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

4.3.3   <u>Requirements</u>

4.3.3.1   BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to ICG pursuant to the prices set forth in this Attachment.

4.3.3.2   ICG may test the quality of the Dark Fiber to confirm its usability and performance specifications.

4.3.3.3   BellSouth shall use its best efforts to provide to ICG information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from ICG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

4.3.3.4   BellSouth shall use its best efforts to make Dark Fiber available to ICG within thirty (30) business days after it receives written confirmation from ICG that the Dark Fiber previously deemed available by BellSouth is wanted for use by ICG. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable ICG to connect or splice ICG provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

4.4   **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

4.5   **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS   ·   Local Exchange Navigation System
EDI   Electronic Data Interface
EDI-PC   Electronic Data Interface – Personal Computer
TAG   Telecommunications Access Gateway

4.5.1   LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	TN
OSS LSR charge, per LSR received from ICG by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from ICG by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

4.5.2 Denial/Restoral OSS Charge

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

4.5.3 Cancellation OSS Charge

ICG will incur an OSS charge for an accepted LSR that is later canceled by ICG.

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

4.5.4 Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

5.   BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

5.1   BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

5.1.1   The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ICG. BellSouth shall provide 8XX TFD in accordance with the following:

5.1.2   <u>Technical Requirements</u>

5.1.2.1   BellSouth shall provide ICG with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

5.1.2.2   The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by ICG.

5.1.2.3   The SCP shall also provide, at ICG's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

5.1.2.3.1   Network Management;
5.1.2.3.2   Customer Sample Collection; and
5.1.2.3.3   Service Maintenance.

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

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

flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

5.3   **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

6.   **Line Information Database (LIDB)**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

6.1   BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

6.1.1   Definition

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

6.1.3   Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

6.1.4.11   BellSouth shall prevent any access to or use of ICG 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 ICG in writing.

6.1.4.12   BellSouth shall provide ICG 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 ICG at least at parity with BellSouth Customer Data. BellSouth shall obtain from ICG the screening information

associated with LIDB Data Screening of ICG data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ICG under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

6.1.4.13   BellSouth shall accept queries to LIDB associated with ICG customer records, and shall return responses in accordance with industry standards.

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

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

6.1.5   Interface Requirements

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

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

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

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

6.2   **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

7.   **Signaling**   .

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

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

7.1 **Signaling Link Transport**

7.1.1 <u>Definition.</u> Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

7.1.2 <u>Technical Requirements</u>

7.1.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

7.1.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

7.1.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

7.1.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two CLECs).

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

7.1.4.1 An A-link layer shall consist of two links.
7.1.4.2 A B-link layer shall consist of four links.

7.1.5 A signaling link layer shall satisfy a performance objective such that:

7.1.5.1 There shall be no more than two minutes down time per year for an A-link layer; and
7.1.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

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

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

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

7.1.7 <u>Interface Requirements</u>

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

7.2 **Signaling Transfer Points (STPs)**

7.2.1 <u>Definition</u> - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their

associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.2.2   Technical Requirements

7.2.2.1   STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

7.2.2.1.1   BellSouth Local Switching or Tandem Switching;
7.2.2.1.2   BellSouth Service Control Points/DataBases;
7.2.2.1.3   Third-party local or tandem switching;
7.2.2.1.4   Third-party-provided STPs.

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

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

7.2.2.4   STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

7.2.2.4.1   Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;

7.2.2.4.2   Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and

7.2.2.4.3   Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

7.2.2.5   STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an ICG or third party local or tandem switching

system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ICG database, then ICG agrees to provide BellSouth with the Destination Point Code for the ICG database.

7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

7.2.2.6.1 MTP Routing Verification Test (MRVT); and

7.2.2.6.2 SCCP Routing Verification Test (SRVT).

7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ICG or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by ICG and BellSouth.

7.2.2.8 STPs shall be on parity with BellSouth.

7.2.2.9 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

7.2.2.9.1 When technically feasible and upon request by ICG, SS7 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 the ICG SS7 network to exchange TCAP queries and responses with an ICG SCP.

7.2.2.9.2 SS7 AIN Access shall provide ICG SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and ICG SS7 Networks. BellSouth shall offer SS7 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 ICG SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

7.2.3   <u>Interface Requirements</u>

7.2.3.1   BellSouth shall provide the following STPs options to connect ICG or ICG-designated local switching systems or STPs to the BellSouth SS7 network:

7.2.3.1.1   An A-link interface from ICG local switching systems; and,

7.2.3.1.2   A B-link interface from ICG local STPs.

7.2.3.2   Each type of interface shall be provided by one or more sets (layers) of signaling links.

7.2.3.3   The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where 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. BellSouth shall offer higher rate DS1 signaling for interconnecting ICG local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ICG will work jointly to establish mutually acceptable SPOIs.

7.2.3.4   BellSouth CO shall provide intraoffice diversity between the SPOIs 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. BellSouth and ICG will work jointly to establish mutually acceptable SPOIs.

7.2.3.5   BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

7.2.3.5.1   Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.2.3.5.2   Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.2.3.6   Message Screening

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

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

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

7.2.4   STPs shall be equal to or better than all of the requirements for STPs set forth in the
following technical references:

7.2.4.1   ANSI T1.111-1992 American National Standard for Telecommunications - Signaling
System Number 7 (SS7) - Message Transfer Part (MTP);

7.2.4.2   ANSI T1.111A-1994 American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

7.2.4.3   ANSI T1.112-1992 American National Standard for Telecommunications - Signaling
System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

7.2.4.4   ANSI T1.115-1990 American National Standard for Telecommunications - Signaling
System Number 7 (SS7) - Monitoring and Measurements for Networks;

7.2.4.5   ANSI T1.116-1990 American National Standard for Telecommunications - Signaling
System Number 7 (SS7) - Operations, Maintenance and Administration Part
(OMAP);

7.2.4.6   ANSI T1.118-1992 American National Standard for Telecommunications - Signaling
System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

7.2.4.7   Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network
Interface Specification (CCSNIS) Supporting Network Interconnection, Message
Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
and

7.2.4.8   Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification
(CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction
Capabilities Application Part (TCAP).

7.3   **Service Control Points/Databases**

7.3.1   <u>Definition</u>

7.3.1.1   Databases are the Network Elements that provide the functionality for storage of,
access to, and manipulation of information required to offer a particular service and/or
capability. Databases include, but are not limited to: Local Number Portability,
LIDB, Toll Free Number Database, Automatic Location Identification/Data
Management System, Calling Name Database, access to Service Creation
Environment and Service Management System (SCE/SMS) application databases and
Directory Assistance.

7.3.2　　A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (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.

7.3.3　　Technical Requirements for SCPs/Databases

7.3.3.1　　Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance).　All SCPs/Databases shall be provided to ICG in accordance with the following requirements.

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

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

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

7.3.4　　Database Availability

7.3.4.1　　Call processing databases shall have a maximum unscheduled availability of 30 minutes per year.　Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted.　Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

7.3.4.2　　The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ICG customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4　　**Local Number Portability Database**

7.4.1　　Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP.　BellSouth agrees to provide access to the PNP

database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.5   **SS7 Network Interconnection**

7.5.1   <u>Definition.</u> SS7 Network Interconnection is the interconnection of ICG local Signaling Transfer Point Switches (STP) and ICG local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs). ICG local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

7.5.2   <u>Technical Requirements</u>

7.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

7.5.2.1.1 BellSouth local or tandem switching systems;

7.5.2.1.2 BellSouth DBs; and

7.5.2.1.3 Other third-party local or tandem switching systems. .

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

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

7.5.5   When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

7.5.6   SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

7.5.7   SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes GTT and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is

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

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

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

7.5.10   If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

7.5.11   SS7 Network Interconnection shall be equal to or better than the following performance requirements:

7.5.11.1   MTP Performance, as specified in ANSI T1.111.6;
7.5.11.2   SCCP Performance, as specified in ANSI T1.112.5; and
7.5.11.3   ISDNUP Performance, as specified in ANSI T1.113.5.

7.5.12   <u>Interface Requirements</u>

7.5.12.1   BellSouth shall offer the following SS7 Network Interconnection options to connect ICG or ICG-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

7.5.12.1.1   A-link interface from ICG local or tandem switching systems; and
7.5.12.1.2   B-link interface from ICG STPs.

7.5.12.2   The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting ICG local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ICG will work jointly to establish mutually acceptable SPOI.

7.5.12.3   BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and ICG will work jointly to establish mutually acceptable SPOI.

7.5.12.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

7.5.12.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.5.12.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

7.5.12.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

7.5.12.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.5.12.5 BellSouth shall set message screening parameters to block accept messages from ICG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ICG switching system has a legitimate signaling relation.

7.5.12.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

7.5.12.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

7.5.12.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

7.5.12.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

7.5.12.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

7.5.12.6.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

7.5.12.6.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

7.5.12.6.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

7.5.12.6.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

7.5.12.6.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

7.5.12.6.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.5.12.6.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

7.5.12.6.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

7.5.12.6.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

7.5.12.6.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.6   Rates
The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

8.   Operator Call Processing, Inward Operator Services and Directory Assistance Services

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

8.1   Operator Systems

8.1.1   Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

8.2   Operator Service

8.2.1   Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or

automated assistance for billing after the end user has dialed the called number (for example, credit 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.

8.2.2   Requirements

8.2.2.1   When ICG requests BellSouth to provide Operator Services, the following requirements apply:

8.2.2.1.1   BellSouth shall complete 0+ and 0- dialed local calls.

8.2.2.1.2   BellSouth shall complete 0+ intraLATA toll calls.

8.2.2.1.3   BellSouth shall process calls that are billed to ICG end user's calling card that can be validated by BellSouth.

8.2.2.1.4   BellSouth shall complete person-to-person calls.

8.2.2.1.5   BellSouth shall complete collect calls.

8.2.2.1.6   BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

8.2.2.1.7   BellSouth shall complete station-to-station calls.

8.2.2.1.8   BellSouth shall process emergency calls.

8.2.2.1.9   BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

8.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

8.2.2.1.12 BellSouth shall adhere to equal access requirements, providing ICG local end users the same IXC access as provided to BellSouth end users.

8.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ICG that BellSouth provides for its own operator service.

8.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

8.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ICG.

8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to ICG in accordance with CLEC ODUF standards specified in Attachment 7.

8.2.3   Interface Requirements

8.2.3.1   With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of ICG, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

8.3   **Directory Assistance Service**

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

8.3.2   Requirements

8.3.2.1   Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ICG's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, ICG may request such requirement pursuant to the BFR/NBP as set forth in General Terms and Conditions.

8.3.3   Directory Assistance Service Updates

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

8.3.3.1.1   New end user connections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users;

8.3.3.1.2   End user disconnections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users; and

8.3.3.1.3   End user address changes: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users;

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

8.3.4   Branding for Operator Call Processing and Directory Assistance

8.3.4.1   The BellSouth Operator Systems Branding Feature provides a definable announcement to ICG end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows ICG to have its calls custom branded with ICG's name on whose behalf BellSouth is providing Directory

Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

8.3.4.2   BellSouth offers four service levels of branding to ICG when ordering Directory Assistance and/or Operator Call Processing.

8.3.4.2.1   Service Level 1 - BellSouth Branding

8.3.4.2.2   Service Level 2 - Unbranded

8.3.4.2.3   Service Level 3 - Custom Branding

8.3.4.2.4   Service Level 4 - Self Branding (applicable only to ICG for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

8.3.5   <u>For Resellers and Use with an Unbundled Port</u>

8.3.5.1   BellSouth Branding is the Default Service Level.

8.3.5.2   Unbranding, Custom Branding, and Self Branding require ICG to order selective routing for each originating BellSouth end office identified by ICG. Rates for Selective Routing are set forth in this Attachment.

8.3.5.3   Customer Branding and Self Branding require ICG to order dedicated trunking from each BellSouth end office identified by ICG, to either the BellSouth Traffic Operator Position System (TOPS) or ICG Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

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

8.3.6   <u>For Facilities Based Carriers</u>

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

8.3.6.2   Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which ICG requires service.

8.3.7   Directory Assistance customized branding uses:

8.3.7.1   the recording of the name;

8.3.7.2   the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

8.3.8   Operator Call Processing customized branding uses:

8.3.8.1   the recording of the name;

8.3.8.2   the front-end loading of the DRAM in the TOPS Switch;

8.3.8.3   the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

8.3.8.4   the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

8.3.8.5   BellSouth will provide to ICG purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. ICG end users may use the same dialing arrangements as BellSouth end users, but obtain an ICG branded service.

8.4   Directory Assistance Database Service (DADS)

8.4.1   BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to ICG end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). ICG agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ICG agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, ICG authorizes the inclusion of ICG Directory Assistance listings in the BellSouth Directory Assistance products.

8.4.2   BellSouth shall provide ICG initially with a base file of subscriber listings which reflect all listing change activity occurring since ICG's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by ICG and BellSouth. ICG agrees to assume the costs associated with CONNECT: Direct ^{TM} connectivity, which will vary depending upon volume and mileage.

8.4.3   BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to ICG on a Business, Residence, or combined Business and Residence basis.

ICG agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after ICG receives the Base File.

8.4.4   BellSouth is authorized to include ICG Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of ICG Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to ICG.

8.4.5   Rates for DADS are as set forth in this Attachment.

8.5   **Direct Access to Directory Assistance Service**

8.5.1   Direct Access to Directory Assistance Service (DADAS) will provide ICG's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow ICG to utilize its own switch, operator workstations and optional audio subsystems.

8.5.2   BellSouth will provide DADAS from its DA location. ICG will access the DADAS system via a telephone company provided point of availability. ICG has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

8.5.3   A specified interface to each ICG subsystem will be provided by BellSouth. Interconnection between ICG's system and a specified BellSouth location will be pursuant to the use of ICG owned or ICG leased facilities and shall be appropriate sized based upon the volume of queries being generated by ICG.

8.5.4   The specifications for the three interfaces necessary for interconnection are available in the following documents:

8.5.4.1   DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

8.5.4.2   DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

8.5.4.3   DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

8.5.5   Rates for DADAS are as set forth in this Attachment.

8.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

8.6.1 <u>Technical Requirements</u>

8.6.1.1 BellSouth shall offer ICG a data link to the ALI/DMS database or permit ICG to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to ICG immediately after ICG inputs information into the ALI/DMS database. Alternately, ICG may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

8.6.1.2 The ALI/DMS database shall contain the following end user information:

8.6.1.2.1 Name;

8.6.1.2.2 Address;

8.6.1.2.3 Telephone number; and

8.6.1.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

8.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ICG requests otherwise and shall be updated if ICG requests, provided ICG supplies BellSouth with the updates.

8.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

8.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

8.6.2   Interface Requirements

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

8.7   **Directory Assistance Database**

BellSouth shall make its directory assistance database available to ICG in order to allow ICG to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide ICG with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by ICG and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and ICG telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

8.8   **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

9.   **Calling Name (CNAM) Database Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. ICG must provide to its account manager a written request with a requested activation date to activate this service. If ICG is interested in requesting CNAM with volume and term pricing, ICG must contact its account manager to request a separate CNAM volume and term Agreement.

9.1   SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

9.1.1   GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

9.1.2   GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

9.1.3   GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

9.1.4   GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

9.1.5   Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

9.1.6   Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

9.1.7   BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

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

9.2.1   BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ICG the capability that will allow ICG and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

9.2.2   BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ICG. Scheduling procedures shall provide ICG equivalent priority to these resources.

9.2.3   BellSouth SCP shall partition and protect ICG service logic and data from unauthorized access, execution or other types of compromise.

9.2.4   When ICG selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ICG to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

9.2.5   When ICG selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ICG access will be provided via remote data connection (e.g., dial-in, ISDN).

9.2.6   When ICG selects SCE/SMS AIN Access, BellSouth shall allow ICG to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

9.3   Rates

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10.   Basic 911 and E911

All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

If ICG orders network elements and other services, then ICG 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.

10.1   Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

10.2   Requirements

10.2.1   Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to ICG a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICG will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICG will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICG will be required to discontinue the Basic 911 procedures and being using E911 procedures.

10.2.2   E911 Service Provisioning. For E911 service, ICG will be required to install a minimum of two dedicated trunks originating from the ICG serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICG will be required to provide BellSouth daily updates to the E911 database. ICG 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, ICG will be required to route the call to a designated 7-digit local number residing in

the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ICG shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

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

10.2.5   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 ICG to follow in providing 911/E911 services.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

I.   **SCOPE**

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 ICG and pursuant to which BellSouth, its LIDB customers and ICG shall have access to such information. ICG 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 ICG, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B.   LIDB is accessed for the following purposes:
       1.   Billed Number Screening
       2.   Calling Card Validation
       3.   Fraud Control

C.   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 ICG of fraud alerts so that ICG may take action it deems appropriate. ICG understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by ICG pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to ICG 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.

ICG understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. ICG further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, ICG understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on ICG's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate ICG's data from BellSouth's data and

the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) ICG agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for ICG's end user accounts which are resident in LIDB pursuant to this Agreement. ICG authorizes BellSouth to place such charges on ICG's bill from BellSouth and agrees that it shall pay all such charges. Charges for which ICG hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

(c) ICG shall have the responsibility to render a billing statement to its end users for these charges, but ICG's obligation to pay BellSouth for the charges billed shall be independent of whether ICG is able or not to collect from ICG's end users.

(d) BellSouth shall not become involved in any disputes between ICG and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to ICG. It shall be the responsibility of ICG and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. ICG will not be charged a fee for storage services provided by BellSouth to ICG, as described in Section I of this 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 ICG. ICG shall have the right to have BellSouth contest with the imposing jurisdiction, at ICG's expense, any such taxes that ICG deems are improperly levied.

IV.   **INDEMNIFICATION**

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V.   **LIMITATION OF LIABILITY**

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI.   **MISCELLANEOUS**

A.   It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B.   All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C.   ICG agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and ICG further agrees not to

publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire Agreement between ICG and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and ICG Telecom Group, ("ICG"), effective the _____ day of _____, _____.

I.   GENERAL

This Addendum sets forth the terms and conditions for ICG's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by ICG, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II.   DEFINITIONS

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

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

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

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

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

G.   Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H.   Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I.   Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by ICG.

III.   RESPONSIBILITIES OF PARTIES

A.   ICG will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B.   BellSouth will store in its LIDB the billing number information provided by ICG. Under normal operating conditions, BellSouth shall include ICG's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of ICG's working telephone numbers.

C.   BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D.   BellSouth is authorized to use the billing number information provided by ICG to perform the following functions for authorized users on an on-line basis:

    1.   Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by ICG, and where the last four digits (PIN) are a security code assigned by ICG.

    2.   Determine whether ICG or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E.   ICG will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. ICG will arrange and pay for transport of updates to BellSouth.

IV.   COMPLIANCE

Unless expressly authorized in writing by ICG, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

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

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

2.1   This Attachment contains the terms and conditions where BellSouth will provide to ICG access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 ICG shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to ICG's access to BellSouth's CNAM Database Services and shall be addressed to ICG's Account Manager.

3.   Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to ICG requires interconnection from ICG to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.   CNAM Record Initial Load and Updates

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

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

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

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	TN
NIDs		
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	See Ex C-1
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	See Ex C-1
NID, 1-2 lines, per month	UND12	NA
NRC - 1st	UND12	TBD
NRC - Add'l	UND12	TBD
NRC - Disconnect Charge - 1st	UND12	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NID, 1-6 lines, per month	UND16	NA
NRC - 1st	UND16	TBD
NRC - Add'l	UND16	TBD
NRC - Disconnect Charge - 1st	UND16	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
LOOP, INCLUDING NID		
2-Wire Analog VG Loop-SL1		
RC - Zone 1, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL2	See Ex C-1
NRC - 1st	UEAL2	See Ex C-1
NRC - Add'l	UEAL2	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL2	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMEC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Order coordination for SL1 loops (per loop)	UEAM	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling		
RC - Zone 1, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL2	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL2	See Ex C-1
NRC - 1st	UEAL2	See Ex C-1
NRC - Add'l	UEAL2	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL2	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL2	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

2-Wire Analog VG Loop-SL2 w/ reverse battery signaling	UEAR2	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAR2	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAR2	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAR2	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAR2	See Ex C-1
NRC - 1st	UEAR2	See Ex C-1
NRC - Add'l	UEAR2	See Ex C-1
NRC - Disconnect Charge - 1st	UEAR2	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMEC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)		
4-Wire Analog VG Loop	UEAL4	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAL4	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL4	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL4	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL4	See Ex C-1
NRC - 1st	UEAL4	See Ex C-1
NRC - Add'l	UEAL4	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL4	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMEC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)		
2-Wire ISDN Digital Grade Loop	U1L2X	See Ex C-1
RC - Zone 1, per month (Note 2)	U1L2X	See Ex C-1
RC - Zone 2, per month (Note 2)	U1L2X	See Ex C-1
RC - Zone 3, per month (Note 2)	U1L2X	See Ex C-1
RC - Zone 4, per month (Note 2)	U1L2X	See Ex C-1
NRC - 1st	U1L2X	See Ex C-1
NRC - Add'l	U1L2X	See Ex C-1
NRC - Disconnect Charge - 1st	U1L2X	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMEC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)		
2-Wire ADSL Compatible Loop without Man Svc Inquiry & Fac Reservation	UAL2W	See Ex C-1
Zone 1, per month	UAL2W	See Ex C-1
Zone 2, per month	UAL2W	See Ex C-1
Zone 3, per month	UAL2W	See Ex C-1
Zone 4, per month	UAL2W	See Ex C-1
NRC - 1st	UAL2W	See Ex C-1
NRC - Add'l	UAL2W	See Ex C-1
NRC - Disconnect Charge - 1st	UAL2W	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMEC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)		

2-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Reserv				
		Zone 1, per month	UHL2W	See Ex C-1
		Zone 2, per month	UHL2W	See Ex C-1
		Zone 3, per month	UHL2W	See Ex C-1
		Zone 4, per month	UHL2W	See Ex C-1
		NRC - 1st	UHL2W	See Ex C-1
		NRC - Add'l	UHL2W	See Ex C-1
		NRC - Disconnect Charge - 1st	UHL2W	See Ex C-1
		NRC - Disconnect Charge - Add'l	UHL2W	See Ex C-1
		NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
		NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
4-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Res				
		Zone 1, per month	UHL4W	See Ex C-1
		Zone 2, per month	UHL4W	See Ex C-1
		Zone 3, per month	UHL4W	See Ex C-1
		Zone 4, per month	UHL4W	See Ex C-1
		NRC - 1st	UHL4W	See Ex C-1
		NRC - Add'l	UHL4W	See Ex C-1
		NRC - Disconnect Charge - 1st	UHL4W	See Ex C-1
		NRC - Disconnect Charge - Add'l	UHL4W	See Ex C-1
		NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
		NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
4-Wire DS1 Digital Loop				
		RC - Zone 1, per month (Note 2)	USLXX	See Ex C-1
		RC - Zone 2, per month (Note 2)	USLXX	See Ex C-1
		RC - Zone 3, per month (Note 2)	USLXX	See Ex C-1
		RC - Zone 4, per month (Note 2)	USLXX	See Ex C-1
		NRC - 1st	USLXX	See Ex C-1
		NRC - Add'l	USLXX	See Ex C-1
		NRC - Disconnect Charge - 1st	USLXX	See Ex C-1
		NRC - Disconnect Charge - Add'l	USLXX	See Ex C-1
		NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
		NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
4-Wire 56 Kbps Dig Grade Loop				
		RC - Zone 1, per month (Note 2)	UDL56	See Ex C-1
		RC - Zone 2, per month (Note 2)	UDL56	See Ex C-1
		RC - Zone 3, per month (Note 2)	UDL56	See Ex C-1
		RC - Zone 4, per month (Note 2)	UDL56	See Ex C-1
		NRC - 1st	UDL56	See Ex C-1
		NRC - Add'l	UDL56	See Ex C-1
		NRC - Disconnect Charge - 1st	UDL56	See Ex C-1
		NRC - Disconnect Charge - Add'l	UDL56	See Ex C-1
		NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
		NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

Description	Code	Rate
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
4-Wire 64 Kbps Dig Grade Loop		
RC - Zone 1, per month (Note 2)	UDL64	See Ex C-1
RC - Zone 2, per month (Note 2)	UDL64	See Ex C-1
RC - Zone 3, per month (Note 2)	UDL64	See Ex C-1
RC - Zone 4, per month (Note 2)	UDL64	See Ex C-1
NRC - 1st	UDL64	See Ex C-1
NRC - Add'l	UDL64	See Ex C-1
NRC - Disconnect Charge - 1st	UDL64	See Ex C-1
NRC - Disconnect Charge - Add'l	UDL64	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	See Ex C-1
2-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res		
Zone 1, per month	UCLPW	$19.85
Zone 2, per month	UCLPW	$24.98
Zone 3, per month	UCLPW	$35.81
Zone 4, per month	UCLPW	NA
NRC - 1st	UCLPW	$131.01
NRC - Add'l	UCLPW	$95.63
NRC - Disconnect Charge - 1st	UCLPW	$74.54
NRC - Disconnect Charge - Add'l	UCLPW	$39.14
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$34.29
2-Wire Unb Copper Loop/Long (> 18kft), without Man SI & Fac Res		
Zone 1, per month	UCL2W	$19.85
Zone 2, per month	UCL2W	$24.98
Zone 3, per month	UCL2W	$35.81
Zone 4, per month	UCL2W	NA
NRC - 1st	UCL2W	$131.01
NRC - Add'l	UCL2W	$95.63
NRC - Disconnect Charge - 1st	UCL2W	$74.54
NRC - Disconnect Charge - Add'l	UCL2W	$39.14
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$34.29
4-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res		
Zone 1, per month	UCL4W	$25.00
Zone 2, per month	UCL4W	$27.50
Zone 3, per month	UCL4W	$30.00
Zone 4, per month	UCL4W	NA
NRC - 1st	UCL4W	$261.00
NRC - Add'l	UCL4W	$161.00
NRC - Disconnect Charge - 1st	UCL4W	$150.00
NRC - Disconnect Charge - Add'l	UCL4W	$40.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	NA
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$34.29
4-Wire Unb Copper Loop/Long (>18kft), without Man SI & Fac Res					
			Zone 1, per month	UCL4O	$50.00
			Zone 2, per month	UCL4O	$60.00
			Zone 3, per month	UCL4O	$90.00
			Zone 4, per month	UCL4O	NA
			NRC - 1st	UCL4O	$261.00
			NRC - Add'l	UCL4O	$161.00
			NRC - Disconnect Charge - 1st	UCL4O	$150.00
			NRC - Disconnect Charge - Add'l	UCL4O	$40.00
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$4.50
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
			NRC - Service Order submitted Manually, per LSR	SOMAN	$19.99
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	NA
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLNC	$34.29
DS3 Local Loop					
			DS3 Unbundled Local Loop - per mile	1L5ND	$30.53
			DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$400.21
			NRC - Facility Termination - 1st	UE3PX	$726.16
			NRC - Facility Termination - Add'l	UE3PX	$411.64
			NRC - Facility Termination - Disconnect - 1st	UE3PX	$103.36
			NRC - Facility Termination - Disconnect - Add'l	UE3PX	$100.59
			NRC - Manual Svc Order, per LSR	SOMAN	$19.99
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
			NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
STS-1 Local Loop					
			STS-1 Unbundled Local Loop - per mile	1L5ND	$30.53
			STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$400.21
			NRC - STS-1 - Facility Termination - 1st	UDLS1	$726.16
			NRC - STS-1 - Facility Termination - Add'l	UDLS1	$411.64
			NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$103.36
			NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$100.59
			NRC - Manual Svc Order, per LSR	SOMAN	$19.99
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
			NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
			NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
OC3- Local Loop					
			Local Loop - OC3 - per Mile	1L5ND	$23.16
			Local Loop - OC3 - per Facility Termination		$620.20
			NRC - OC3 - Facility Termination - 1st		$1,050
			NRC - OC3 - Facility Termination - Add'l		$411.64
			NRC - OC3 - Facility Termination - Disconnect - 1st		$103.36
			NRC - OC3 - Facility Termination - Disconnect - Add'l		$100.59
			NRC - Manual Svc Order, per LSR	SOMAN	$19.99
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA

OC -12 Local Loop			
Local Loop - OC12 - per Mile		1L5ND	$28.51
Local Loop - OC12 - per Facility Termination			$2.079
NRC - OC12 - Facility Termination - 1st			$1.276
NRC - OC12 - Facility Termination - Add'l			$411.64
NRC - OC12 - Facility Termination - Disconnect - 1st			$103.36
NRC - OC12 - Facility Termination - Disconnect - Add'l			$100.59
NRC - Manual Svc Order, per LSR		SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA
NRC - Electronic Svc Order, per LSR		SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect		SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st		SOMAN	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l		SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st		SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l		SOMAN	NA
OC - 48 Local Loop			
Local Loop - OC48 - per Mile		1L5ND	$93.50
Local Loop - OC48 - per Facility Termination			$1.832
Local Loop - OC12 interface on OC48 Facility			$570.54
NRC - OC48 - Facility Termination - 1st			$1.276
NRC - OC48 - Facility Termination - Add'l			$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st			$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l			$311.39
NRC - OC48 - Facility Termination - Disconnect - 1st			$103.36
NRC - OC48 - Facility Termination - Disconnect - Add'l			$100.59
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st			$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l			$100.59
NRC - Manual Svc Order, per LSR		SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA
NRC - Electronic Svc Order, per LSR		SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect		SOMEC	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st		SOMAN	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l		SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st		SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l		SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st		SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l		SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st		SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l		SOMAN	NA
UNBUNDLED SUB-LOOPS			
SUB-LOOP DISTRIBUTION			
Cross-Box Set-Up			
NRC-Set-Up per CrossBox location in the field-CLEC Feeder Facility set-up		USBSA	See Ex C-1
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up		USBSB	See Ex C-1
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up		USBSC	See Ex C-2
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up		USBSD	See Ex C-2
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month		USBN2	See Ex C-1
Zone 1, per month		USBN2	See Ex C-1
Zone 2, per month		USBN2	See Ex C-1
Zone 3, per month		USBN2	See Ex C-1
Zone 4, per month		USBN2	See Ex C-1
NRC - 1st		USBN2	See Ex C-1
NRC - Add'l		USBN2	See Ex C-1
NRC - Disconnect Charge - 1st		USBN2	See Ex C-1
NRC - Disconnect Charge - Add'l		USBN2	See Ex C-1
NRC - Service Order submitted Electronically, per LSR		SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect		SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR		SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect		SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st		SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l		SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect		SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop		USBMC	See Ex C-1
SUB-LOOP FEEDER			
Cross-Box Set-Up			
NRC - DS0 Set-Up per Cross Box location-CLEC Distribution Facility set-up		USBFW	See Ex C-1
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up		USBFX	See Ex C-1
NRC - DS1 Set-Up per Cross Box location-CLEC Distribution Facility set-up		USBFY	TBD
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up		USBFZ	TBD

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

Description	Code	Rate
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	See Ex C-1
Zone 1, per month	USBFA	See Ex C-1
Zone 2, per month	USBFA	See Ex C-1
Zone 3, per month	USBFA	See Ex C-1
Zone 4, per month	USBFA	See Ex C-1
NRC - 1st	USBFA	See Ex C-1
NRC - Add'l	USBFA	See Ex C-1
NRC - Disconnect Charge - 1st	USBFA	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	See Ex C-1
Zone 1, per month	USBFB	See Ex C-1
Zone 2, per month	USBFB	See Ex C-1
Zone 3, per month	USBFB	See Ex C-1
Zone 4, per month	USBFB	See Ex C-1
NRC - 1st	USBFB	See Ex C-1
NRC - Add'l	USBFB	See Ex C-1
NRC - Disconnect Charge - 1st	USBFB	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFB	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo	USBFC	See Ex C-1
Zone 1, per month	USBFC	See Ex C-1
Zone 2, per month	USBFC	See Ex C-1
Zone 3, per month	USBFC	See Ex C-1
Zone 4, per month	USBFC	See Ex C-1
NRC - 1st	USBFC	See Ex C-1
NRC - Add'l	USBFC	See Ex C-1
NRC - Disconnect Charge - 1st	USBFC	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFC	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
Unbundled Network Terminating Wire, per pair, per month	UENPP	See Ex C-1
NRC - UNTW Pair, per pair	UENPP	See Ex C-1
NRC - Disconnect Charge, per pair	UENPP	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	See Ex C-1
Sub-Loop Concentration - Channelization Sys (Outside CO)	SOMEC	$3.50
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	$19.99
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UCT8A	$683.78
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$634.31
NRC - 1st	UCT8A	$311.78
NRC - Add'l	UCT8A	NA
NRC-Disconnect, 1st	UCT8A	NA
NRC-Disconnect, Add'l		

BELLSOUTH/ICG RATES - NETWORK ELEMENTS AND OTHER SERVICES

Description	Code	Rate
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$102.12
NRC - 1st	UCT8B	$634.31
NRC - Add'l	UCT8B	$311.78
NRC-Disconnect, 1st	UCT8B	NA
NRC-Disconnect, Add'l •	UCT8B	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$726.87
NRC - 1st	UCT3A	$634.31
NRC - Add'l	UCT3A	$311.78
NRC-Disconnect, 1st	UCT3A	NA
NRC-Disconnect, Add'l	UCT3A	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$145.21
NRC - 1st	UCT3B	$634.31
NRC - Add'l	UCT3B	$311.78
NRC-Disconnect, 1st	UCT3B	NA
NRC-Disconnect, Add'l	UCT3B	NA
DS1 Feeder Interface, per month	UCTFS	$76.73
Zone 1, per month	UCTFS	TBD
Zone 2, per month	UCTFS	TBD
Zone 3, per month	UCTFS	TBD
Zone 4, per month	UCTFS	NA
NRC 1st	UCTFS	$418.37
NRC Add'l	UCTFS	$198.67
NRC-Disconnect, 1st	UCTFS	NA
NRC-Disconnect, Add'l	UCTFS	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per mo	ULCC2	See Ex C-1
NRC 1st	ULCC2	See Ex C-1
NRC Add'l	ULCC2	See Ex C-1
NRC-Disconnect, 1st	ULCC2	See Ex C-1
NRC-Disconnect, Add'l	ULCC2	See Ex C-1
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.43
NRC 1st	ULCC1	$41.95
NRC Add'l	ULCC1	$41.71
NRC-Disconnect, 1st	ULCC1	NA
NRC-Disconnect, Add'l	ULCC1	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$15.51
NRC 1st	ULCCR	$41.95
NRC Add'l	ULCCR	$41.71
NRC-Disconnect, 1st	ULCCR	NA
NRC-Disconnect, Add'l	ULCCR	NA
Channel Interface - 4 Wire Voice (Specials Card), per month	ULCC4	$9.26
NRC 1st	ULCC4	$41.95
NRC Add'l	ULCC4	$41.71
NRC-Disconnect, 1st	ULCC4	NA
NRC-Disconnect, Add'l	ULCC4	NA
Test Circuit, per month	UCTTC	$45.22
NRC 1st	UCTTC	$41.95
NRC Add'l	UCTTC	$41.71
NRC-Disconnect, 1st	UCTTC	NA
NRC-Disconnect, Add'l	UCTTC	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	$13.71
NRC 1st	ULCC5	$41.95
NRC Add'l	ULCC5	$41.71
NRC-Disconnect, 1st	ULCC5	NA
NRC-Disconnect, Add'l	ULCC5	NA
Channel Interface - Digital 64Kbps, per month	ULCC6	$13.71
NRC 1st	ULCC6	$41.95
NRC Add'l	ULCC6	$41.71
NRC-Disconnect, 1st	ULCC6	NA
NRC-Disconnect, Add'l	ULCC6	NA
Loop Concentration System (Inside C.O.)	SOMEC	$3.50
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMAN	$19.99
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	UCT8A	$380.06
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$1,114.05
NRC - 1st	UCT8A	NA
NRC - Add'l		

Description	Code	Rate
NRC-Disconnect, 1st	UCT8A	NA
NRC-Disconnect, Add'l	UCT8A	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$68.71
NRC - 1st	UCT8B	$464.21
NRC - Add'l	UCT8B	NA
NRC-Disconnect, 1st	UCT8B	NA
NRC-Disconnect, Add'l	UCT8B	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$428.73
NRC - 1st	UCT3A	$1,114.05
NRC - Add'l	UCT3A	NA
NRC-Disconnect, 1st	UCT3A	NA
NRC-Disconnect, Add'l	UCT3A	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$115.79
NRC - 1st	UCT3B	$464.21
NRC - Add'l	UCT3B	NA
NRC-Disconnect, 1st	UCT3B	NA
NRC-Disconnect, Add'l	UCT3B	NA
DS1 Interface, per month	UCTCO	$6.49
NRC 1st	UCTCO	$367.41
NRC Add'l	UCTCO	$131.92
NRC-Disconnect, 1st	UCTCO	NA
NRC-Disconnect, Add'l	UCTCO	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per month	ULCC2	See Ex C-1
NRC 1st	ULCC2	See Ex C-1
NRC Add'l	ULCC2	See Ex C-1
NRC-Disconnect, 1st	ULCC2	See Ex C-1
NRC-Disconnect, Add'l	ULCC2	See Ex C-1
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.30
NRC 1st	ULCC1	$35.74
NRC Add'l	ULCC1	$35.54
NRC-Disconnect, 1st	ULCC1	NA
NRC-Disconnect, Add'l	ULCC1	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$15.32
NRC 1st	ULCCR	$35.74
NRC Add'l	ULCCR	$35.54
NRC-Disconnect, 1st	ULCCR	NA
NRC-Disconnect, Add'l	ULCCR	NA
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.13
NRC 1st	ULCC4	$35.74
NRC Add'l	ULCC4	$35.54
NRC-Disconnect, 1st	ULCC4	NA
NRC-Disconnect, Add'l	ULCC4	NA
Test Circuit, per month	UCTTC	$44.65
NRC 1st	UCTTC	$35.74
NRC Add'l	UCTTC	$35.54
NRC-Disconnect, 1st	UCTTC	NA
NRC-Disconnect, Add'l	UCTTC	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD
NRC 1st	ULCC5	TBD
NRC Add'l	ULCC5	TBD
NRC-Disconnect, 1st	ULCC5	TBD
NRC-Disconnect, Add'l	ULCC5	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD
NRC 1st	ULCC6	TBD
NRC Add'l	ULCC6	TBD
NRC-Disconnect, 1st	ULCC6	TBD
NRC-Disconnect, Add'l	ULCC6	TBD
* Interim Rates subject to true-up		

NOTES:

1 In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

2 Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.

BELLSOUTH/ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 1

DESCRIPTION	USOC	TN
LOCAL EXCHANGE SWITCHING (PORTS)		See Ex C-1
2-Wire Analog Line Port (Res., Bus.), per month		See Ex C-1
2-Wire Voice Grade Line Port (Residence), per month		See Ex C-1
2- wire voice unbundled port - residence	UEPRL	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	See Ex C-1
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	See Ex C-1
2-Wire Voice Grade Line Port(Business), per month		See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	See Ex C-1
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	See Ex C-1
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	See Ex C-1
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	See Ex C-1
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	See Ex C-1
		See Ex C-1
Non-Recurring Charges (NRC) - 1st (Residence)		See Ex C-1
2- wire voice unbundled port - residence	UEPRL	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	See Ex C-1
NRC - Add'l (Residence)		See Ex C-1
2- wire voice unbundled port - residence	UEPRL	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	See Ex C-1
NRC - Subsequent Activity	USASC	See Ex C-1
NRC - 1st (Business)		See Ex C-1
2-wire Voice Unbundled Port without Caller ID	UEPBL	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	See Ex C-1
2-wire voice unbundled Incoming only port with Caller ID	UEPB1	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	See Ex C-1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	See Ex C-1
NRC - Add'l (Business)		See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	See Ex C-1
2-wire voice unbundled TN Bus 2-way Collierville & Memphis Locall Calling Port (B2F)	UEPAE	See Ex C-1
NRC - Subsequent Activity	USASC	See Ex C-1
NRC - Disconnect Charge - 1st		See Ex C-1
2- wire voice unbundled port - residence	UEPRL	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	See Ex C-1

BELLSOUTH/ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 2

DESCRIPTION	USOC	TN
2-wire voice unbundled outgoing only Port	UEPBO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	See Ex C-1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	See Ex C-1
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)	UEPAE	See Ex C-1
NRC - Disconnect Charge - Add'l		
2- wire voice unbundled port - residence	UEPRL	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	See Ex C-1
2-wire voice unbundled port with Caler ID	UEPBC	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	See Ex C-1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	See Ex C-1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	See Ex C-1
NRC - OSS		
NRC-OSS LSR Charge, Electronic, per LSR received from ICG by one of the OSS interactive interfaces	SOMEC	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
All available features, per month	UEPVF	See Ex C-1
NRC - 1st (all types)		See Ex C-1
NRC - Add'l (all types)		See Ex C-1
NRC - Disconnect Charge - 1st		See Ex C-1
NRC - Disconnect Charge - Add'l		See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
Three available feature, per month	UEPVF	See Ex C-1
NRC - 1st (all types)		See Ex C-1
NRC - Add'l (all types)		See Ex C-1
NRC - Disconnect Charge - 1st		See Ex C-1
NRC - Disconnect Charge - Add'l		See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
4-Wire Analog VG Port, per month	UEP4A	See Ex C-1
NRC - 1st	UEP4A	See Ex C-1
NRC - Add'l	UEP4A	See Ex C-1
NRC - Disconnect Charge - 1st	BFR	See Ex C-1
NRC - Disconnect Charge - Add'l	BFR	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
2-Wire DID Port, per month	UEPP2	See Ex C-1
NRC - 1st	UEPP2	See Ex C-1
NRC - Add'l	UEPP2	See Ex C-1
NRC - Disconnect Charge - 1st	UEPP2	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UEPDD	See Ex C-1
4-Wire DS1 Port w/DID capability, per month	UEPDD	See Ex C-1
NRC - 1st	UEPDD	See Ex C-1
NRC - Add'l	UEPDD	See Ex C-1
NRC - Disconnect Charge - 1st	SOMAN	See Ex C-1
NRC - Disconnect Charge - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		

BELLSOUTH ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 3

DESCRIPTION	USOC	TN
2-Wire ISDN Port(2) (3), per month	U1PMA	See Ex C-1
NRC - 1st	U1PMA	See Ex C-1
NRC - Add'l	U1PMA	See Ex C-1
NRC - Disconnect Charge - 1st	U1PMA	See Ex C-1
NRC - Disconnect Charge - Add'l	U1PMA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
NRC - User Profile per B Channel (4)	U1UMA	See Ex C-1
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	See Ex C-1
NRC - 1st	U1PMA	See Ex C-1
NRC - Add'l	U1PMA	See Ex C-1
NRC - Disconnect Charge - 1st	U1PMA	See Ex C-1
NRC - Disconnect Charge - Add'l	U1PMA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	See Ex C-1
NRC - 1st	U1PMA	See Ex C-1
NRC - Add'l	U1PMA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
4-Wire ISDN DS1 Port, per month	UEPEX	See Ex C-1
NRC - 1st	UEPEX	See Ex C-1
NRC - Add'l	UEPEX	See Ex C-1
NRC - Disconnect Charge - 1st	UEPEX	See Ex C-1
NRC - Disconnect Charge - Add'l	UEPEX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	See Ex C-1
NRC - 1st	UEPEX	See Ex C-1
NRC - Add'l	UEPEX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
2-Wire Analog Line Port (PBX), per month	UEPRD	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPT2	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPTO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPXA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXB	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXC	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXE	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	See Ex C-1
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	See Ex C-1
	UEPPC	See Ex C-1
NRC - 1st	UEPRD	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPT2	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPTO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPXA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		

BELLSOUTH/ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - age 4

DESCRIPTION	USOC	TN
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	See Ex C-1
2-WIRE VOICE UNBUNDLED BBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	See Ex C-1
Subsequent Activity	USASC	
NRC - Add'l	UEPRD	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPT2	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPTO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPXA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXB	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXC	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXE	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	See Ex C-1
		See Ex C-1
NRC - Disconnect Charge - 1st	UEPRD	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPT2	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPTO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPXA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXB	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXC	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXE	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	See Ex C-1
		See Ex C-1
NRC - Disconnect Charge - Add'l	UEPRD	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		

BELLSOUTH ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 5

DESCRIPTION	USOC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	See Ex C-1
NRC - OSS		
NRC-OSS LSR Charge. Electronic, per LSR received from ICG by one of the OSS interactive interfaces	SOMEC	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
	HTGUX	NA
2-Wire Analog Hunting, per line per month	HTGUX	NA
NRC - 1st	HTGUX	NA
NRC - Add'l		
		See Ex C-1
Coin Port, per month		See Ex C-1
NRC - 1st		See Ex C-1
NRC - Add'l		See Ex C-1
NRC - Disconnect Charge - 1st		See Ex C-1
NRC - Disconnect Charge - Add'l		See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	See Ex C-1
VERTICAL FEATURES	N/A	See Ex C-1
Local Switching Features offered with Port, Per month		See Ex C-1
Three-Way Calling, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Customer Changeable Speed Calling, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Waiting		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Remote Activation of Call Fordwarding, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Cancel Call Waiting, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Automatic Callback, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Automatic Recall, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Calling Number Delivery, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Calling Number Delivery Blocking, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Customer Originated Trace, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Selective Call Rejection, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Selective Call Forwarding, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Selective Call Acceptance, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		

BELLSOUTH/ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 6

DESCRIPTION	USOC	TN
Multiline Hunt Service (Rotary)		See Ex C-1
Service per line, (in addition to port) , per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Forwarding Variable, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Forwarding Busy Line, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Forwarding Don't Answer All Calls, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Remote Call Forwarding, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Transfer, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Hold, per month		See Ex C-1
NRC		See Ex C-1
NRC – Disconnect		See Ex C-1
Toll Restricted Service, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Message Waiting Indicator – Stutter Dial Tone, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Anonymous Call Rejection, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Shared Call Appearances of a DN, per month	•	See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Multiple Call Appearances, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
ISDN Bridged Call Exclusion, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call by Call Access, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Privacy Release, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Multi Appearance Directory Number Calls, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Make Set Busy, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Teen Service (Res. Dist. Alerting Service), per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Code Restriction and Diversion, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Call Park, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
Automatic Line, per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		NA
ISDN Message Waiting indication-Lamp, per month		NA
NRC		NA
NRC - Disconnect		
ISDN Feature Function Buttons		NA
NRC		NA
NRC - Disconnect		
Subsequent Ordering Charge – (per order, per line)		NA
NRC - Electronic - 1st		NA
NRC - Electronic - Add'l		NA
NRC - Manual - 1st		NA
NRC - Manual - Add'l		NA
NRC - Disconnect		

BELLSOUTH/ICG RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 7

DESCRIPTION			
Unbundled Port Usage Charges		USOC	TN
End Office Switching (Port Usage)			
End Office Switching Function, per mou		N/A	See Ex C-1
End Office Interoffice Trunk Port—Shared, per mou		N/A	See Ex C-1
Tandem Switching (Port Usage) (Local or Access Tandem)			
Tandem Switching Function per mou		N/A	See Ex C-1
Tandem Interoffice Trunk Port - Shared per mou			See Ex C-1
Common (Shared) Transport			
Common (Shared) Transport per mile per mou		N/A	See Ex C-1
Common (Shared) Transport Facilities Termination per mou		N/A	See Ex C-1
NOTES:			
	Interim rates subject to true-up.		
1	Port rate includes all available features.		
2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.		
3	Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.		
4	This rate element is for those states which have a specific rate for User Profile per B Channel.		
5	This rate element is for use in those states with a different rate for additional minutes of use.		

DESCRIPTION	USOC	TN
UNBUNDLED DEDICATED TRANSPORT - Local Channel		
Local Channel - Dedicated - 2-Wire VG		
2-wire VG per mile	1L5NC	See Ex C-1
2-wire VG Monthly Recurring per month	ULDV2	See Ex C-1
NRC - 2-wire VG - 1st	ULDV2	See Ex C-1
NRC - 2-wire VG -Add'l	ULDV2	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	See Ex C-1
Local Channel - Dedicated - 2-Wire VG Rev. Bat.		
2-wire VG per mile	1L5NC	See Ex C-1
2-wrire VG Monthly Recurring per month	ULDR2	See Ex C-1
NRC - 2-wire VG - 1st	ULDR2	See Ex C-1
NRC - 2-wire VG -Add'l	ULDR2	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDR2	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDR2	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	See Ex C-1
Local Channel - Dedicated - 4-Wire VG		
4-wire VG per mile	1L5NC	See Ex C-1
4-wire VG Monthly Recurring per month	ULDV4	See Ex C-1
NRC - 4-Wire VG - 1st	ULDV4	See Ex C-1
NRC - 4-Wire VG - Add'l	ULDV4	See Ex C-1
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	See Ex C-1
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	See Ex C-1
Local Channel - Dedicated - DS1		
DS1 per mile	1L5NC	See Ex C-1
DS1 per month	ULDF1	See Ex C-1
NRC - DS1 - 1st	ULDF1	See Ex C-1
NRC - DS1 - Add'l	ULDF1	See Ex C-1
NRC - DS1 - Disconnect Chg - 1st	ULDF1	See Ex C-1
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	See Ex C-1
Local Channel - Dedicated - DS3		
DS3 - per mile per month	1L5NC	$23.76
DS3 - Facility Termination per month	ULDF3	$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - STS-1		
STS-1 - per mile per month	1L5NC	$25.11
STS-1 - Facility Termination per month	ULDFS	$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA

DESCRIPTION	USOC	TN
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC3		
OC3 per mile per month		
OC3 Facility Termination per month	1L5NC	$19.95
NRC - OC3 - Facility Termination - 1st		$1,263
NRC - OC3 - Facility Termination - Add'l		$1,050
NRC - OC3 - Facility Termination - Disconnect Chg - 1st		$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l		$103.36
NRC - Manual Svc Order, per LSR		$100.59
NRC - Manual Svc Order, per LSR disconnect	SOMAN	$19.99
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
	SOMAN	NA
Local Channel - Dedicated - OC12		
OC12 per mile per month		
OC12 Facility Termination per month	1L5NC	$28.51
NRC - OC12 - Facility Termination - 1st		$7,158
NRC - OC12 - Facility Termination - Add'l		$1,276
NRC - OC12 - Facility Termination -Disconnect Chg - 1st		$411.64
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$103.36
NRC - Manual Svc Order, per LSR		$100.59
NRC - Manual Svc Order, per LSR disconnect	SOMAN	$19.99
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMEC	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
	SOMAN	NA
Local Channel - Dedicated - OC48		
OC48 per mile per month		
OC48 Facility Termination per month	1L5NC	$93.50
OC48 - Interface OC12 on OC48 per month		$1,853
NRC - OC48 - Facility Termination - 1st		$572.61
NRC - OC48 - Facility Termination -Add'l		$1,276
NRC - OC48 - Interface OC12 on OC48 - 1st		$411.64
NRC -OC48 - Interface OC12 on OC48 -Add'l		$544.55
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st		$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l		$103.36
NRC - Manual Svc Order, per LSR		$100.59
NRC - Manual Svc Order, per LSR disconnect	SOMAN	$19.99
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMEC	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1st	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Add'l	SOMAN	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Disconn	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Disconn	SOMAN	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XX	See Ex C-1
2-Wire VG - Facility Termination per month	U1TV2	See Ex C-1
NRC - 2-wire VG - Facility Termination -1st	U1TV2	See Ex C-1
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	See Ex C-1
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	See Ex C-1
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	See Ex C-1
Interoffice Transport - Dedicated - 2-wire VG - Rev Bat.		
2-Wire VG - per mile per month	1L5XX	See Ex C-1
2-Wire VG - Facility Termination per month	U1TR2	See Ex C-1
NRC - 2-wire VG - Facility Termination -1st	U1TR2	See Ex C-1
NRC - 2-wire VG - Facility Termination - Add'l	U1TR2	See Ex C-1

DESCRIPTION	USOC	TN
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TR2	See Ex C-1
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TR2	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	See Ex C-1
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	NA	See Ex C-1
Common (Shared) Transport Facilities Termination per mou	NA	See Ex C-1
Interoffice Transport - Dedicated - 4-wire VG		
4-Wire VG - per mile per month		
4-Wire VG - Facility Termination per month	1L5XX	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56kbps		
DS0 - per mile per month		
DS0 - Facility Termination per month	1L5XX	See Ex C-1
NRC - DS0 - Facility Termination - 1st	U1TD5	See Ex C-1
NRC - DS0 - Facility Termination - Add'l	U1TD5	See Ex C-1
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	See Ex C-1
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	See Ex C-1
Interoffice Transport - Dedicated -DS0 - 64 kbps		
DS0 - per mile per month		
DS0 - Facility Termination per month	1L5XX	See Ex C-1
NRC - DS0 - Facility Termination - 1st	U1TD6	See Ex C-1
NRC - DS0 - Facility Termination - Add'l	U1TD6	See Ex C-1
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	See Ex C-1
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	See Ex C-1
Interoffice Transport - Dedicated - DS1		
DS1 - per mile per month		
DS1 - Facility Termination per month	1L5XX	See Ex C-1
NRC - DS1-Facility Termination -1st	U1TF1	See Ex C-1
NRC - DS1 - Facility Termination - Add'l	U1TF1	See Ex C-1
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	See Ex C-1
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	See Ex C-1
Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month		
DS3 -Facility Termination per month	1L5XX	$5.89
NRC - DS3 - Facility Termination -1st	U1TF3	$760.20
NRC - DS3 - Facility Termination - Add'l	U1TF3	$625.91
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$103.36
NRC - Manual Svc Order, per LSR	SOMAN	$100.59
NRC - Manual Svc Order, per LSR disconnect	SOMAN	$19.99
		NA

DESCRIPTION	USOC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - STS-1		
STS-1 - per mile per month	1L5XX	$6.88
STS-1 -Facility Termination per month	U1TFS	$838.65
NRC - STS-1 - Facility Termination -1st	U1TFS	$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$103.36
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	NA
Interoffice Transport - Dedicated - OC3		
OC3 -per mile per month	1L5XX	$13.45
OC3 -Facility Termination per month		$2,124
NRC - OC-3 - Facility Termination - 1st		$950.10
NRC - OC-3 - Facility Termination - Add'l		$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st		$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l		$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	NA
Interoffice Transport - Dedicated - OC12		
OC12 -per mile per month	1L5XX	$49.80
OC12 -Facility Termination		$8,015
NRC - OC12- Facility Termination - 1st		$1,176
NRC - OC12- Facility Termination - Add'l		$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA
Interoffice Transport - Dedicated - OC48		
OC48 -per mile per month	1L5XX	$106.55
OC48 -Facility Termination per month		$11,632
OC48 -per Interface OC12 on OC48 per month		$1,170
NRC - OC48 - Facility Termination - 1st		$1,176
NRC - OC48 - Facility Termination - Add'l		$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st		$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l		$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$100.59
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-1st	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-Add'l	SOMAN	NA
UNBUNDLED CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month		
NRC - 1st	MQ3	See Ex C-1
NRC - Add'l	MQ3	See Ex C-1
NRC -1st - Disconnect	MQ3	See Ex C-1
NRC -Add'l - Disconnect	MQ3	See Ex C-1
per Interface per month (COCI)	MQ3	See Ex C-1
NRC - 1st	UC1D1	See Ex C-1
	UC1D1	See Ex C-1

DESCRIPTION	USOC	TN
NRC - Add'l	UC1D1	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	See Ex C-1
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	See Ex C-1
Channel System - incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	See Ex C-1
DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	MQ1	See Ex C-1
NRC - 1st	MQ1	See Ex C-1
NRC - Add'l	MQ1	See Ex C-1
NRC -1sr - Disconnect	MQ1	See Ex C-1
NRC -Add'l - Disconnect	MQ1	See Ex C-1
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	See Ex C-1
NRC - 1st	1D1DD	See Ex C-1
NRC - Add'l	1D1DD	See Ex C-1
per BRITE card per month	UC1CA	See Ex C-1
NRC - 1st	UC1CA	See Ex C-1
NRC - Add'l	UC1CA	See Ex C-1
per VG card per month (DS0)	1D1VG	See Ex C-1
NRC - 1st	1D1VG	See Ex C-1
NRC - Add'l	1D1VG	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	See Ex C-1
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	See Ex C-1
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	See Ex C-1
UNBUNDLED DARK FIBER		
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month	1L5DF	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	See Ex C-1
NRC -Disconnect--1st	UDF14	See Ex C-1
NRC -Disconnect--Add'l	UDF14	See Ex C-1
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per month	1L5DC	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	See Ex C-1
NRC -Disconnect--1st	UDFC4	See Ex C-1
NRC -Disconnect--Add'l	UDFC4	See Ex C-1
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per month	1L5DL	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	See Ex C-1
NRC -Disconnect--1st	UDFL4	See Ex C-1
NRC -Disconnect--Add'l	UDFL4	See Ex C-1
NOTES:		
Interim rates subject to true-up.		

ENHANCED EXTENDED LINKS (EELs)	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:		
Recurring Charges		
2-wire VG Loop per month, statewide		
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	See Ex C-1
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	See Ex C-1
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	See Ex C-1
2-wire VG Loop per month, Zone 4 (Note 1)	UEAL2	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	See Ex C-1
DS1 Channelized System per month	U1TF1	See Ex C-1
VG (COCI) interface card per month	MQ1	See Ex C-1
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1D1VG	See Ex C-1
NRC- DS1 interoffice Facility Termination - 1st		
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	See Ex C-1
NRC-2-wire VG Local Loop - 1st	U1TF1	See Ex C-1
NRC-2-wire VG Local Loop - Add'l	UEAL2	See Ex C-1
NRC-DS1 Channelization System -1st	UEAL2	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	See Ex C-1
NRC-VG(COCI)interface card -1st	MQ1	See Ex C-1
NRC-VG(COCI)interface card - Add'	1D1VG	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	1D1VG	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMEC	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	See Ex C-1
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:	SOMAN	See Ex C-1
Recurring Charges		
4-wire VG Loop per month		
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	See Ex C-1
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	See Ex C-1
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	See Ex C-1
4-wire VG Loop per month, Zone 4 (Note 1)	UEAL4	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	See Ex C-1
DS1 Channelized System per month	U1TF1	See Ex C-1
VG (COCI) interface card per month	MQ1	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1VG	See Ex C-1
NRC- DS1 interoffice Facility Termination - 1st		
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	See Ex C-1
NRC-4-wire VG Local Loop - 1st	U1TF1	See Ex C-1
NRC-4-wire VG Local Loop - Add'l	UEAL4	See Ex C-1
NRC-DS1 Channelization System -1st	UEAL4	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	See Ex C-1
NRC-VG(COCI)interface card -1st	MQ1	See Ex C-1
NRC-VG(COCI)interface card - Add'	1D1VG	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	1D1VG	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMEC	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	See Ex C-1
DS1 Interoffice Channel and 2-wire ISDN Local Loop:	SOMAN	See Ex C-1
Recurring Charges		
2-wire ISDN Loop per month		
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	NA
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	$15.54
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	$19.55
2-wire ISDN Loop per month, Zone 4 (Note 1)	U1L2X	$28.02
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	$0.3525
DS1 Channelized System per month	U1TF1	$75.83
2-wire ISDN(BRITE COCI) per month	MQ1	$165.21
Non-Recurring Charges - New EEL (Note 2)(Note 3)	UC1CA	$3.33
NRC- DS1 interoffice Facility Termination - 1st		
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$165.53
NRC- 2-wire ISDN Local Loop - 1st	U1TF1	$124.84
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	$58.50
NRC-DS1 Channelization System -1st	U1L2X	$31.00
NRC-DS1 Channelization System - Add'l	MQ1	$222.87
NRC-2-wire BRITE(COCI)interface card -1st	MQ1	$135.80
NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	$12.61
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	UC1CA	$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	TN
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month		
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	See Ex C-1
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	See Ex C-1
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	See Ex C-1
4-wire 56kbps Loop per month, Zone 4 (Note 1)	UDL56	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	See Ex C-1
DS1 Channelized System per month	U1TF1	See Ex C-1
4-wire 56kbps card COCI per month	MQ1	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1DD	See Ex C-1
NRC- DS1 interoffice Facility Termination - 1st		See Ex C-1
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	See Ex C-1
NRC-4-wire 56kbps Local Loop - 1st	U1TF1	See Ex C-1
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	See Ex C-1
NRC-DS1 Channelization System -1st	UDL56	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	See Ex C-1
NRC-4-wire 56kbps(COCI)interface card -1st	MQ1	See Ex C-1
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	1D1DD	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMEC	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	See Ex C-1
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month		
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	See Ex C-1
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	See Ex C-1
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	See Ex C-1
4-wire 64kbps Loop per month, Zone 4 (Note 1)	UDL64	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	See Ex C-1
DS1 Channelized System per month	U1TF1	See Ex C-1
4-wire 64kbps card COCI per month	MQ1	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1DD	See Ex C-1
NRC- DS1 interoffice - 1st		See Ex C-1
NRC- DS1 interoffice - Add'l	U1TF1	See Ex C-1
NRC-4-wire 64kbps Local Loop - 1st	U1TF1	See Ex C-1
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	See Ex C-1
NRC-DS1 Channelization System -1st	UDL64	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	See Ex C-1
NRC-4-wire 64kbps(COCI)interface card -1st	MQ1	See Ex C-1
NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	1D1DD	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMEC	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	See Ex C-1
DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
Recurring Charges		
DS1 Loop per month		
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 4 (Note 1)	USLXX	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	1L5XX	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)	U1TF1	NA
NRC- DS1 interoffice - 1st		
NRC- DS1 interoffice - Add'l	U1TF1	NA
NRC-DS1 Local Loop - 1st	U1TF1	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	USLXX	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS3 Interoffice Channel and DS3 Local Loop:		
Recurring Charges		
DS3 Loop per Facility Termination per month		
DS3 Loop per mile	UE3PX	$607.28
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5ND	$23.76
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	$760.20
	1L5XX	$5.89

	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).		
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS3 interoffice - 1st		
NRC- DS3 interoffice - Add'l	U1TF3	$729.27
NRC-DS3 Local Loop - 1st	U1TF3	$411.98
NRC-DS3 Local Loop - Add'l	UE3PX	$829.52
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	UE3PX	$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
STS-1 Interoffice Channel and STS-1 Local Loop:		
Recurring Charges		
STS-1 Loop per Facility Termination per month		
STS-1 Loop per mile	UDLS1	$400.21
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	1L5ND	$30.53
Interoffice Channel - Dedicated - STS-1 - per mile per month	U1TFS	$838.65
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1L5XX	$6.88
NRC- STS-1 interoffice - 1st		
NRC- STS-1 interoffice - Add'l	U1TFS	$961.62
NRC-STS-1 Local Loop - 1st	U1TFS	$625.84
NRC-STS-1 Local Loop - Add'l	UDLS1	$829.52
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	UDLS1	$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS3 Interoffice Channel and DS1 Local Loop:	SOMAN	NA
Recurring Charges		
DS1 Loop per month		
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 4 (Note 1)	USLXX	NA
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA
DS3 Channelized System per month	1L5XX	NA
DS3 Interface per month (DS1 COCI)	MQ3	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	UC1D1	NA
NRC- DS3 interoffice - 1st		
NRC- DS3 interoffice - Add'l	U1TF3	NA
NRC-DS1 Local Loop - 1st	U1TF3	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA
NRC-DS3 Channelization System -1st	USLXX	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA
NRC-DS1(COCI)interface card -1st	MQ3	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	UC1D1	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMEC	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
STS-1 Interoffice Channel and DS1 Local Loop:		
Recurring Charges		
DS1 Loop per month, Zone 1 (Note 1)		
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA
DS1 Loop per month, Zone 4 (Note 1)	USLXX	NA
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month	U1TFS	NA
DS3 Channelized System per month	1L5XX	NA
DS3 Interface per month (DS1 COCI)	MQ3	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	UC1D1	NA
NRC-DS1 Local Loop - 1st		
NRC-DS1 Local Loop - Add'l	USLXX	NA
NRC- STS-1 interoffice - 1st	USLXX	NA
NRC- STS-1 interoffice - Add'l	U1TFS	NA
NRC-DS3 Channelization System -1st	U1TFS	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA
NRC-DS1(COCI)interface card -1st	MQ3	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	UC1D1	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMEC	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	TN
2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
Recurring Charges		
2-wire VG Loop per month, statewide		
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	$18.00
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	$15.54
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	$19.55
2-wire VG Loop per month, Zone 4 (Note 1)	UEAL2	$28.02
Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	U1TV2	$18.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1L5XX	$0.0173
NRC- 2-wire VG interoffice - 1st		
NRC- 2-wire VG interoffice - Add'l	U1TV2	$83.35
NRC-2-wire VG Local Loop - 1st	U1TV2	$20.88
NRC-2-wire VG Local Loop - Add'l	UEAL2	$192.97
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	UEAL2	$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
Recurring Charges		
4-wire VG Loop per month, Zone 1 (Note 1)		
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA
4-wire VG Loop per month, Zone 4 (Note 1)	UEAL4	NA
Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	U1TV4	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1L5XX	NA
NRC- 4-wire VG interoffice - 1st		
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA
NRC-4-wire VG Local Loop - 1st	U1TV4	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	UEAL4	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMEC	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month, Zone 1 (Note 1)		
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	$15.92
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	$20.79
4-wire 56kbps Loop per month, Zone 4 (Note 1)	UDL56	$27.18
Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	U1TD5	$17.74
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1L5XX	$0.1730
NRC- 4-wire 56kbps interoffice - 1st		
NRC- 4-wire 56kbps interoffice - Add'l	U1TD5	$83.35
NRC-4-wire 56kbps Local Loop - 1st	U1TD5	$20.88
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	$643.00
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	UDL56	$421.28
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month, Zone 1 (Note 1)		
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	$36.45
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	$45.87
4-wire 64kbps Loop per month, Zone 4 (Note 1)	UDL64	$65.75
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	U1TD6	$17.74
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1L5XX	$0.1730
NRC- 4-wire 64kbps interoffice - 1st		
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	$729.27
NRC-4-wire 64kbps Local Loop - 1st	U1TD6	$411.98
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	$829.52
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	UDL64	$512.23
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMEC	$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	$19.99
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
Network Elements used in Existing Combinations at UNE Rates (Note4)	USOC	TN
Local Loop:		
2-Wire Analog Voice Grade Loop - Service Level 2		
2-Wire Analog Voice Grade Loop - per mile per month		
2-Wire Analog Voice Grade Loop -per month	UNCVX	See Ex C-1
Zone 1	UEAL2	See Ex C-1
Zone 2	UEAL2	See Ex C-1
Zone 3	UEAL2	See Ex C-1
Zone 4	UEAL2	See Ex C-1
	UEAL2	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)		
2-Wire Analog Voice Grade Loop - Loop[Start - per mile per month		
2-Wire Analog Voice Grade Loop - Rev Bat - per month	1L5ND	See Ex C-1
Zone 1	UEAR2	See Ex C-1
Zone 2	UEAR2	See Ex C-1
Zone 3	UEAR2	See Ex C-1
Zone 4	UEAR2	See Ex C-1
	UEAR2	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
4-Wire Analog Voice Grade Loop		
4-Wire Analog Voice Grade Loop per mile per month		
Zone 1	1L5ND	See Ex C-1
Zone 2	UEAL4	See Ex C-1
Zone 3	UEAL4	See Ex C-1
Zone 4	UEAL4	See Ex C-1
	UEAL4	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
2-Wire ISDN Digital Grade Loop		
2-Wire ISDN Loop per mile per month		
2-Wire ISDN Digital Grade Loop per month	1L5ND	See Ex C-1
Zone 1	U1L2X	See Ex C-1
Zone 2	U1L2X	See Ex C-1
Zone 3	U1L2X	See Ex C-1
Zone 4	U1L2X	See Ex C-1
	U1L2X	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
4-Wire 56 kbps Digital Grade Loop		
4-Wire 56 kbps Digital Grade Loop per mile per month		
4-Wire 56 kbps Digital Grade Loop per month	1L5ND	See Ex C-1
Zone 1	UDL56	See Ex C-1
Zone 2	UDL56	See Ex C-1
Zone 3	UDL56	See Ex C-1
Zone 4	UDL56	See Ex C-1
	UDL56	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
4-Wire 64 kbps Digital Grade Loop		
4-Wire 64 kbps Digital Grade Loop per mile per month		
4-Wire 64 kbps Digital Grade Loop per month	1L5ND	See Ex C-1
Zone 1	UDL64	See Ex C-1
Zone 2	UDL64	See Ex C-1
Zone 3	UDL64	See Ex C-1
Zone 4	UDL64	See Ex C-1
	UDL64	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
4-Wire DS1 Digital Loop		
4-Wire DS1 Digital Loop per mile per month		
4-Wire DS1 Digital Loop per month	1L5ND	See Ex C-1
Zone 1	USLXX	See Ex C-1
Zone 2	USLXX	See Ex C-1
Zone 3	USLXX	See Ex C-1
Zone 4	USLXX	See Ex C-1
	USLXX	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st		
	UNCCC	See Ex C-1

	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
DS3 Local Loop		
per mile per month	1L5ND	$30.53
facitility termination per month	UE3PX	$400.21
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
STS-1 Local Loop		
per mile per month	1L5ND	$30.53
facitility termination per month	UDLS1	$400.21
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
OC-3 Local Loop		
per mile per month	1L5ND	$23.16
facility termiantion per month		$620.20
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
OC-12 Local Loop		
per mile per month	1L5ND	$28.51
facility termination per month		$2,079
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
OC-48 Local Loop		
per mile per month	1L5ND	$93.50
facility termination per month		$1,832
OC-12 Interface on OC-48 Loop per month		$570.54
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channels:		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	ULDV2	See Ex C-1
Monthly Recurring per mile per month	1L5NC	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
Local Channel - Dedicated - 2-Wire VG - Rev Bat.		
Monthly Recurring per month	ULDR2	See Ex C-1
Monthly Recurring per mile per month	1L5NC	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	ULDV4	See Ex C-1
Monthly Recurring per mile per month	1L5NC	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1

	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month		
Monthly Recurring per mile per month	ULDF1	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	1L5NC	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
	UNCCC	See Ex C-1
Local Channel - Dedicated - DS3		
DS3 Local Channel - per mile per month		
DS3 Local Channel - Facility Termination per month	1L5NC	$23.76
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	ULDF3	$607.28
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$54.13
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
	UNCCC	$0.00
Local Channel - Dedicated - STS-1		
STS-1 Local Channel - per mile per month		
STS-1 Local Channel - Facility Termination per month	1L5NC	$25.11
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	ULDFS	$615.65
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$54.13
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
	UNCCC	$0.00
Local Channel - OC3		
Local Channel - OC3 - per Mile		
Local Channel - OC3 - per Facility Termination	1L5NC	$23.16
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	TBA	$620.20
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$54.13
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channel - OC12	UNCCC	$0.00
Local Channel - OC12 - per Mile		
Local Channel - OC12 - per Facility Termination	1L5NC	$28.51
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	TBA	$2,079
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$54.13
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channel - OC48	UNCCC	$0.00
Local Channel - OC48 - per Mile		
Local Channel - OC48 - per Facility Termination	1L5NC	$93.50
Local Channel - OC12 interface on OC48 Facility	TBA	$1,832
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	TBA	$570.54
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$54.13
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
	UNCCC	$0.00
Interoffice Channels:		
Interoffice Channel - Dedicated - 2-wire VG		
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	See Ex C-1
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
Interoffice Channel - Dedicated - 4-wire VG		
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Interoffice Channel - Dedicated - DS0 - 56kbps		
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	See Ex C-1
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1

	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
Interoffice Channel - Dedicated - DS0 - 64kbps		
Interoffice Channel - Dedicated - DS0 - 64 kbps - per mile per month	1L5XX	See Ex C-1
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
Interoffice Channel - Dedicated - DS1		
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
Interoffice Channel - Dedicated - DS3 - per mile per month		
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$840.61
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Interoffice Channel - Dedicated - STS-1		
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$5.89
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$760.20
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Interoffice Channel - OC3		
Interoffice Channel - OC3 - per Mile	1L5XX	$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	$2,124
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Interoffice Channel - OC12		
Interoffice Channel - OC12 - per Mile	1L5XX	$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	$8,015
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Interoffice Channel - OC48		
Interoffice Channel - OC48 - per Mile	1L5XX	$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	$11,632
Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,170
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Channelization:		
DS3 Channelization		
DS3 Channelized System per month		
DS3 Interface per month (DS1 COCI)	MQ3	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	UC1D1	See Ex C-1
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1
DS1 Channelization		
DS1 Channelized System per month		
OCU-DP(data) interface card per month (2.4-64kbs)	MQ1	See Ex C-1
VG interface card per month	1D1DD	See Ex C-1
2-wire ISDN(BRITE card) per month	1D1VG	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)	UC1CA	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	See Ex C-1

	USOC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
Access to DCS - Customer Reconfiguration (FlexServ)		
DS1 DSC Termination with DS0 Switching		TBD
DS1 DSC Termination with DS1 Switching		TBD
DS3 DSC Termination with DS1 Switching		TBD
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Node (Synchronet)		
Node per month	UNCNT	$17.11
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note5)		
NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-Node - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Optional Features & Functions:		
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - 1st	CCOEF	$185.16
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Add'l	CCOEF	$23.85
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - 1st	CCOEF	$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - Add'l	CCOEF	$0.79
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - 1st	SOMAN	$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - Add'l	SOMAN	$3.93
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel - 1st	CCOSF	$185.16
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Add'l	CCOSF	$23.85
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel - Disconnect - 1st	CCOSF	$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - Add'l	CCOSF	$0.79
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - Manual Service Order - 1st	SOMAN	$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - Add'l	SOMAN	$3.93

Notes :

	Interim rates subject to true-up.		
1	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.		
2	New EELs will only be available in density Zone 1 of the following MSA in Tennessee:		
	Tennessee - Nashville		
3	Unapproved rates are subject to true up.		
4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.		
	* Examples:		
	- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel		
	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
	- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
5	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		

DESCRIPTION	USOC	TN
Operational Support Systems		
Recovery of incremental OSS costs, per CLP, per month		NA
RC - OSS OLEC Daily Usage File: Recording, Per Message		See Ex C-1
RC - OSS OLEC Daily Usage File: Message Processing, Per Message		See Ex C-1
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape Provisioned		See Ex C-1
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		See Ex C-1
Access Daily Usage File (ADUF)		
RC - ADUF, Message Processing, per message		$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned		NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message		$0.001
Enhanced Optional Daily Usage File (EODUF)		
Enhanced Optional Daily Usage File: Message Processing , Per Message		$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape provisioned		NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT), per message		NA
SWA 8XX Toll Free Dialing Ten Digit Screening Service		
8XX Access Ten Digit Screening (all types), per call (Note 1)	N/A	See Ex C-1
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	NA
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	NA
with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	See Ex C-1
NRC - Addl'l	N8R1X	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	See Ex C-1
NRC - Addl'l	N/A	See Ex C-1
NRC - Disconnect Charge - 1st	N/A	See Ex C-1
NRC - Disconnect Charge - Add'l	N/A	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	See Ex C-1
NRC - Addl'l	N8FTX	See Ex C-1
NRC - Disconnect Charge - 1st	N8FTX	See Ex C-1
NRC - Disconnect Charge - Add'l	N8FTX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	See Ex C-1
NRC - Addl'l	N8FCX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	See Ex C-1
NRC - Addl'l	N8FMX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
Change Charge per request		
NRC - 1st	N8FAX	See Ex C-1
NRC - Addl'l	N8FAX	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
Call Handling and Destination Features		
NRC - 1st	N8FDX	See Ex C-1
NRC - Add'l	N8FDX	See Ex C-1
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	See Ex C-1
LIDB Validation per query	OQU	See Ex C-1
LIDB Originating Point Code Establishment or Change - NRC	N/A	See Ex C-1
NRC - Incremental Charge - Electronic Service Order		See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	See Ex C-1
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1

DESCRIPTION	USOC	TN
NRC - Incremental Charge Manual Service Order	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		See Ex C-1
NRC		See Ex C-1
NRC - Disconnect		See Ex C-1
NRC - Incremental Charge - Manual Service Order	SOMAN	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	See Ex C-1
CCS7 Signaling Termination, per STP port per month		See Ex C-1
CCS7 Signaling Usage, per ISUP message		See Ex C-1
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		See Ex C-1
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo		See Ex C-1
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	NA
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	NA
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000
Professional recording of name (DA and OCP alone)	USOD1	$7,000
DRAM or front-end loading, per TOPS switch	USOD2	$250
AABS or back-end loading, per IVS	USOD2	$225
EBAS or 0- automation loading, per NAV shelf	USOD2	$270
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	NA
Verification and Emergency Interrupt, per minute	N/A	NA
Verification, per call	VIL	$0.90
Verification and Emergency Interrupt, per call	N/A	$1.95
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA
Directory Assistance Access Service Calls, per call	N/A	$0.275
Professional recording of name (DA alone)	N/A	$3,000
Professional recording of name (DA and OCP alone)	N/A	$7,000
DRAM or front-end loading, per TOPS switch	N/A	$250
AABS or back-end loading, per IVS	N/A	$225
EBAS or 0- automation loading, per NAV shelf	N/A	$270
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	$133.81
NRC - 1st	N/A	$868.97
NRC - Add'l	N/A	$486.83
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl		NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$90.00
NRC - 1st	N/A	$100.49
NRC - Add'l	N/A	$100.49
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	NA
Switched Common Transport per DA Access Service per call per mile	N/A	NA
Access Tandem Switching per DA Access Service per call	N/A	NA
DA Interconnection, per DA Access Service Call	N/A	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	NA
NRC - Add'l	N/A	NA
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		NA

DESCRIPTION	USOC	TN
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	NA
Directory Assistance Database Service, per month	DBSOF	NA
AIN		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	NA
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	See Ex C-1
NRC - Disconnect	CAMSE	See Ex C-1
Port Connection - Dial/Shared Access		
NRC	CAMDP	See Ex C-1
NRC - Disconnect	CAMDP	See Ex C-1
Port Connection - ISDN Access		
NRC	CAM1P	See Ex C-1
NRC - Disconnect	CAM1P	See Ex C-1
User ID Codes - per User ID Code		
NRC	CAMAU	See Ex C-1
NRC - Disconnect	CAMAU	See Ex C-1
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	See Ex C-1
NRC - Disconnect	CAMRC	See Ex C-1
Storage, per unit (100Kb)	N/A	See Ex C-1
Session per minute	N/A	See Ex C-1
C0. Performed Session, per minute		See Ex C-1
AIN - BellSouth AIN Toolkit Service		See Ex C-1
AIN, Service Creation Tools		
Service Establishment Charge, per state, initial set-up	CAMBP	NA
NRC		
NRC - Disconnect	BAPSC	See Ex C-1
Training Session, per customer	BAPSC	See Ex C-1
NRC		
NRC - Disconnect	BAPVX	See Ex C-1
Trigger Access Charge, per trigger, per DN, Term. Attempt	BAPVX	See Ex C-1
NRC		
NRC - Disconnect	BAPTT	See Ex C-1
Trigger Access Charge, per trigger per DN, Off-Hook Delay	BAPTT	See Ex C-1
NRC		
NRC - Disconnect	BAPTD	See Ex C-1
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate	BAPTD	See Ex C-1
NRC		
NRC - Disconnect	BAPTM	See Ex C-1
Trigger Access Charge, per trigger, per DN, 10-Digit PODP	BAPTM	See Ex C-1
NRC		
NRC - Disconnect	BAPTO	See Ex C-1
Trigger Access Charge, per trigger, per DN, CDP	BAPTO	See Ex C-1
NRC		
NRC - Disconnect	BAPTC	See Ex C-1
Trigger Access Charge, per trigger, per DN, Feature Code	BAPTC	See Ex C-1
NRC		
NRC - Disconnect	BAPTF	See Ex C-1
Query Charge, per query	BAPTF	See Ex C-1
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		See Ex C-1
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	See Ex C-1
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	See Ex C-1
NRC	BAPMS	See Ex C-1
NRC - Disconnect	BAPMS	See Ex C-1
Special Study - per AIN Toolkit Service Subscription	BAPLS	See Ex C-1
NRC	BAPLS	See Ex C-1
NRC - Disconnect	BAPLS	See Ex C-1
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	See Ex C-1
NRC	BAPDS	See Ex C-1
NRC - Disconnect	BAPDS	See Ex C-1
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	See Ex C-1
NRC	BAPES	See Ex C-1
NRC - Disconnect	BAPES	See Ex C-1
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01
NRC, applicable when ICG uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING		
Per Line or PBX Trunk, each		
NRC		TBD
Customized routing per unique line class code, per request, per switch		TBD
NRC		NA
NRC - Incremental Charge - Manual Service Order	USRCR	See Ex C-1
VIRTUAL COLLOCATION		See Ex C-1
2-wire Cross-Connect (Loop)		
RC		
NRC - 1st	UEAC2	$0.30
	UEAC2	$19.20

DESCRIPTION	USOC	TN
NRC - Add'l		
NRC - 1st - Manual Service Order	UEAC2	$19.20
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st		NA
NRC - Disconnect - Add'l	UEAC2	NA
2-wire Cross-Connect (Port)	UEAC2	NA
RC		
NRC - 1st	VE1R2	$0.30
NRC - Add'l	VE1R2	$19.20
NRC - 1st - Manual Service Order	VE1R2	$19.20
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st		NA
NRC - Disconnect - Add'l	VE1R2	NA
4-wire Cross-Connect (Loop)	VE1R2	NA
RC		
NRC - 1st	UEAC4	$0.50
NRC - Add'l	UEAC4	$19.20
NRC - 1st - Manual Service Order	UEAC4	$19.20
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st		NA
NRC - Disconnect - Add'l	UEAC4	NA
4-wire Cross-Connect (Port)	UEAC4	NA
RC		
NRC - 1st	VE1R4	$0.50
NRC - Add'l	VE1R4	$19.20
NRC - 1st - Manual Service Order	VE1R4	$19.20
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st		NA
NRC - Disconnect - Add'l	VE1R4	NA
2-fiber Cross-Connect	VE1R4	NA
RC		
NRC - 1st	CNC2F	$15.64
NRC - Add'l	CNC2F	$41.56
NRC - Disconnect - 1st	CNC2F	$29.82
NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect	CNC2F	NA
RC		
NRC - 1st	CNC4F	$28.11
NRC - Add'l	CNC4F	$50.53
NRC - Disconnect - 1st	CNC4F	$38.78
NRC - Disconnect - Add'l	CNC4F	NA
DS1 Cross-Connects	CNC4F	NA
RC		
NRC - 1st		NA
NRC - Add'l		NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		NA
DS3 Cross-Connects		NA
RC		
NRC - 1st		NA
NRC - Add'l		NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		NA
		NA

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Interim rates subject to true-up.

1 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.

2 This charge is only applicable where signaling usage measurement or billing capability does not exist.

Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.

NBUNDLED EXCHANGE ACCESS LOOP

2-WIRE ANALOG VG LOOP

Unbundled Network Element	Unbundled Network Element as Stated in Docket 97-01262	Zone	BCS	USOC	Recurring	NR First	NR Add'l	Disc First	Disc Add'l	SOMEC (Elec/LSR)	SOMAN ($)	Incr 1st	Incr
2-W Analog VG Loop - Service Level 1 - Zone 1	2-W Analog VG Loop - Service Level 1 Zone 1	1		UEAL2	$13.19	$31.99	$20.02	$10.65	$1.41		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 1 - Zone 2	2-W Analog VG Loop - Service Level 1 Zone 2	2		UEAL2	$17.23	$31.99	$20.02	$10.65	$1.41		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 1 - Zone 3	2-W Analog VG Loop - Service Level 1 Zone 3	3		UEAL2	$22.53	$31.99	$20.02	$10.65	$1.41		$20.35	$10.54	$13.32
Manual Order Coordination for UVL-SL1s (per loop)* Coordination	2-WAVGL - SL1 - Manual Order Coordination			UEAMC	$36.52	$36.52		$9.18	$9.18		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1		UEAL2	$16.56	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2		UEAL2	$21.63	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3		UEAL2	$28.28	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
Order Coordination for Specified Conversion Time (per LSR)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			OCOSL		$34.29	$34.29				$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	2-W Analog VG Loop - Service Level 2 w/Reverse Zone 1	1		UEAR2	$16.56	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2-W Analog VG Loop - Service Level 2 w/Reverse Zone 2	2		UEAR2	$21.63	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	2-W Analog VG Loop - Service Level 2 w/Reverse Zone 3	3		UEAL4	$28.28	$75.06	$48.20	$28.70	$17.64		$20.35	$10.54	$13.32
Order Coordination for Specified Conversion Time (per LSR)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			OCOSL		$34.29	$34.29				$20.35	$10.54	$13.32

4-WIRE ANALOG VG LOOP

Unbundled Network Element	Unbundled Network Element as Stated in Docket 97-01262	Zone	BCS	USOC	Recurring	NR First	NR Add'l	Disc First	Disc Add'l	SOMEC	SOMAN	Incr 1st	Incr
4-W Analog VG Loop - Zone 1	4-W Analog VG Loop - Zone 1	1		UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16		$20.35	$10.54	$13.32
4-W Analog VG Loop - Zone 2	4-W Analog VG Loop - Zone 2	2		UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16		$20.35	$10.54	$13.32
4-W Analog VG Loop - Zone 3	4-W Analog VG Loop - Zone 3	3		UEAL4	$42.17	$122.76	$85.57	$76.35	$39.16		$20.35	$10.54	$13.32
Order Coordination For Specified Conversion Time (per LSR)	4-W AVGL - Order Coordination for Specified Conversion Time			OCOSL		$34.29	$34.29				$20.35	$10.54	$13.32

2-WIRE ISDN DIGITAL GRADE LOOP

Unbundled Network Element	Unbundled Network Element as Stated in Docket 97-01262	Zone	BCS	USOC	Recurring	NR First	NR Add'l	Disc First	Disc Add'l	SOMEC	SOMAN	Incr 1st	Incr
2-W ISDN Digital Grade Loop - Zone 1	2-W ISDN Digital Grade Loop - Zone 1	1		U1L2X	$22.00	$142.76	$88.88	$76.35	$39.16		$20.35	$10.54	$13.32
2-W ISDN Digital Grade Loop - Zone 2	2-W ISDN Digital Grade Loop - Zone 2	2		U1L2X	$29.02	$142.76	$88.88	$76.35	$39.16		$20.35	$10.54	$13.32
2-W ISDN Digital Grade Loop - Zone 3	2-W ISDN Digital Grade Loop - Zone 3	3		U1L2X	$37.95	$142.76	$88.88	$76.35	$39.16		$20.35	$10.54	$13.32
Order Coordination For Specified Conversion Time (per LSR)	2-W ISDN Digital Grade Loop - Order Coordination for Specified Conversion Time			OCOSL		$34.29	$34.29				$20.35	$10.54	$13.32

2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP

Unbundled Network Element	Unbundled Network Element as Stated in Docket 97-01262	Not in TRA	Zone	BCS	USOC	Recurring	NR First	NR Add'l	Disc First	Disc Add'l	SOMEC	SOMAN	Incr 1st	Incr
2W ADSL Compatible Loop without Man Svc Inquiry and Facility Reservation - Zone 1	2W ADSL Compatible Loop without Man Svc Inquiry	*	1		UAL2W	$13.82	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
2W ADSL Compatible Loop without Man Svc Inquiry and Facility Reservation - Zone 2	2W ADSL Compatible Loop without Man Svc Inquiry	*	2		UAL2W	$18.05	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
2W ADSL Compatible Loop without Man Svc Inquiry and Facility Reservation - Zone 3	2W ADSL Compatible Loop without Man Svc Inquiry	*	3		UAL2W	$23.60	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
Order Coordination-Time Specific, per LSR	2-W ADSL Digital Grade Loop - Order Coordination-Time Specific	*			OCOSL		$34.29	$34.29			$3.50	$20.35	$10.54	$13.32

2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP

Unbundled Network Element	Unbundled Network Element as Stated in Docket 97-01262	Not in TRA	Zone	BCS	USOC	Recurring	NR First	NR Add'l	Disc First	Disc Add'l	SOMEC	SOMAN	Incr 1st	Incr
2W HDSL Compatible Loop without Man Svc Inquiry and Facility Reservation - Zone 1	2W HDSL Compatible Loop without Man Svc Inquiry	*	1		UHL2W	$10.83	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
2W HDSL compatible loop without manual service inquiry and facility reservation	2W HDSL compatible loop without manual service inquiry and facility reservation	*	2		UHL2W	$14.15	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
2W HDSL compatible loop without manual service inquiry and facility reservation	2W HDSL compatible loop without manual service inquiry and facility reservation	*	3		UHL2W	$18.50	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
Order Coordination-Time Specific, per LSR	2W HDSL Compatible Loop - Order Coordination-Time Specific	*			OCOSL		$34.29	$34.29			$3.50	$20.35	$10.54	$13.32

Description	Zone	USOC-A	USOC-B	C1	C2	C3	C4	C5	C6	C7	C8	C9
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
4 Wire HDSL Compatible Loop without Man Svc — Inquiry and Facility Reservation - Zone 1	* 1	UHL	UHL4W	$13.93	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
4 Wire HDSL Compatible Loop without Man Svc — Inquiry and Facility Reservation - Zone 2	* 2	UHL	UHL4W	$18.20	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
4 Wire HDSL Compatible Loop without Man Svc — Inquiry and Facility Reservation - Zone 3	* 3	UHL	UHL4W	$23.80	$31.99	$20.02	$10.65	$1.41	$3.50	$20.35	$10.54	$13.32
Order Coordination-Time Specific, per LSR	*	UHL	OCOSL	$34.29	$34.29							
4-WIRE DS1 DIGITAL LOOP												
4-W DS1 Digital Loop - Zone 1	1	USL	USLXX	$57.73	$313.08	$219.72	$96.86	$40.45		$18.98	$8.43	$11.95
4-W DS1 Digital Loop - Zone 2	2	USL	USLXX	$75.40	$313.08	$219.72	$96.86	$40.45		$18.98	$8.43	$11.95
4-W DS1 Digital Loop - Zone 3	3	USL	USLXX	$98.59	$313.08	$219.72	$96.86	$40.45		$18.43	$8.43	$11.95
Order Coordination for Specified Conversion Time	*	USL	OCOSL	$34.59	$34.59				$0.00			$0.00
4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP												
4-W 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time	*	UDL	OCOSL	$34.29	$34.29							
4-W 56 or 64 Kbps Digital Grade Loop - Zone 1	1	UDL	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
4-W 56 or 64 Kbps Digital Grade Loop - Zone 2	2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
4-W 56 or 64 Kbps Digital Grade Loop - Zone 3	3	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
Order Coordination for Specified Conversion Time	*	UDL	OCOSL	$34.29	$34.29							
4-W 64 Kbps Digital Grade Loop - Zone 1	1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
4-W 64 Kbps Digital Grade Loop - Zone 2	2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
4-W 64 Kbps Digital Grade Loop - Zone 3	3	UDL	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18		$20.35	$10.54	$13.32
Order Coordination for Specified Conversion Time	sw	UDL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65		$20.35	$10.54	$13.32
SUB-LOOPS												
Sub-Loop Distribution												
Sub-Loop - Per Cross Box Location - CLEC Feeder	*	UEANL	USBSA	$517.25	$517.25					$20.35	$10.54	$13.32
Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	*	UEANL	USBSB	$42.68	$42.68					$20.35	$10.54	$13.32
Sub-Loop Distribution - Order Coordination, per sub-loop pair	*	UEA	USBMC	$36.52						$20.35	$10.54	$13.32
Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1	UEANL	USBSD	$108.06	$108.06					$20.35	$10.54	$13.32
Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1	UEANL	USBSC	$313.01						$20.35	$10.54	$13.32
Sub-Loop Distribution - Order Coordination for Specified Time Conversion, per LSR	*	UEANL	OCOSL	$34.29	$34.29							
Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR2	$1.35	$94.56	$29.35				$20.35	$10.54	$13.32
Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR4	$2.26	$116.14	$37.10				$20.35	$10.54	$13.32
Sub-Loop Feeder												
Loop Feeder - Per 2-W Analog VG Loop - Statewide	sw	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16		$20.35	$10.54	$13.32
Loop Feeder - Per 2-W Analog VG Reverse Battery Loop - Statewide	sw	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16		$20.35	$10.54	$13.32
Loop Feeder - Per 2-W Analog VG Loop-Start	sw	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16		$20.35	$10.54	$13.32
Loop Feeder per 2-W Analog VG Ground-Start	sw	UEA	USBFX	$42.68	$42.68					$20.35	$10.54	$13.32
DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up (for access to Feeder)	*	UDN,UCL,UDL	USBFW	$517.25	$517.25					$20.35	$10.54	$13.32
DS0 Set-up per Cross Box location - per 25 pair panel set-up (for access to Feeder)	*	UDN,UCL,UDL		$34.29								
Sub-Loop Feeder - Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL	$34.29								
Unbundled Network Terminating Wire (UNTW)		UENTW	UENPP	$0.4555	$2.48	$2.48						
Unbundled Network Terminating Wire (UNTW) per Pair												

Description	Sub-description	Code 1	Code 2										
Network Interface Device (NID)													
Network Interface Device Cross Connect	NID per 2-W Loop	UENTW	UNDC2	$1.15	$0.74					$19.99	$19.99	$19.99	
Network Interface Device Cross Connect	NID per 4-W Loop	UENTW	UNDC4	$1.27	$0.74				$3.50	$19.99	$19.99	$19.99	
UNBUNDLED LOOP CONCENTRATION													
Loop Channelization System (Inside CO)	Loop Channelization system - DLC (Inside CO)	ULC	ULCCS	$307.07	$307.34	$74.37	$4.18		$3.50	$20.35	$10.54	$13.32	$1.40
CO Channel Interface - 2-W VG	CO Channel Interface - 2-W VG	ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50	$20.35	$10.54	$13.32	$1.40
Unbundled Loop Concentration - Channel Interface-		ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50	$20.35	$10.54	$13.32	$1.40
2W Voice-Loop Start or Ground Start		UEA	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50	$20.35	$10.54	$13.32	$1.40
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)													
Channel Interface - 2W Voice-Loop Start or Ground Start	Loop Concentration - Remote Channel Interface - 2-WAVGL (Outside CO)	TBD	ULCC2	$0.88	$9.43	$9.40	$4.71	$4.70	$3.50	$20.35	$10.54	$13.32	$1.40
Loop Concentration - Remote terminal Cabinet (Outside CO)	Loop Concentration - Remote Channel Interface - Remote Terminal Cabinet (Outside CO)	TBD	ULCC2	$0.88	$9.43	$9.40	$4.71	$4.70	$3.50	$20.35	$10.54	$13.32	$1.40
Remote Channel Interface - 2-W VG Loop	Loop Concentration - Channelization System (Outside CO)			ICB			$3.50	•				•	
Loop Concentration - Channelization System	Loop Concentration - Channelization System (Outside CO)	TBD	UCT8A	$328.28	$651.09	$283.42	$207.92	$50.94	$3.50	$20.35	$10.54	$13.32	$1.40
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)													
Exchange Ports													
Exchange Ports - 2-W Analog Line Port - Res. (Res./Bus.)		UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Note: Although the Port rate includes all available vertical features in TN, the desired feature(s) will need to be ordered.													
Exchange Ports - 2-W Analog Line Port with Caller ID - Res. (Res./Bus.)		UEPSR	UEPRC	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W Analog Line Port outgoing only - Res. (Res./Bus.)		UEPSR	UEPRO	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN extended local dialing parity Port with Caller ID - Res. (Res./Bus.)		UEPSR	UEPAQ	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN Area Calling port with Caller ID - Res. (F2R) (Res./Bus.)		UEPSR	UEPAK	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN Area Calling port with Caller ID - Res. (TACER) (Res./Bus.)		UEPSR	UEPAL	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN Area Calling port with Caller ID - Res. (TACSR) (Res./Bus.)		UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN Area Calling port with Caller ID - Res. (1MF2X) (Res./Bus.)		UEPSR	UEPAN	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN Area Calling port with Caller ID - Res (2MR) (Res./Bus.)		UEPSR	UEPAO	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled res, low usage line port with Caller ID (LUM) (Res./Bus.)		UEPSR	UEPAP	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Subsequent Activity		UEPSR	USASC	$10.00	$10.00	$10.00	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
All Available Vertical Features [Exchange Ports includes all Applicable Features.]		UEPSR	UEPVF	$0.00	$0.00	$0.00							
Exchange Ports - 2-W Analog Line Port (Res./Bus.)		UEPSB	UEPBL	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W Analog Line Port without Caller ID - Bus. (Res./Bus.)		UEPSB	UEPBC	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus. (Res./Bus.)		UEPSB	UEPBO	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled TN extended local dialing parity Port with Caller ID - Bus. (Res./Bus.)		UEPSB	UEPAV	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W Analog Line Port outgoing only - Bus. (Res./Bus.)		UEPSB	UEPB1	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Exchange Ports - 2-W VG unbundled incoming only port with Caller ID - Bus. (Res./Bus.)		UEPSB	UEPAC	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Area Calling Port Economy Option - Bus (TACC1) (Res./Bus.)		UEPSB	UEPAD	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Area Calling Port Standard Option - Bus (TACC2) (Res./Bus.)		UEPSB	UEPAE	$1.89	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Collierville & Memphis Local Calling Port-Bus (B2F) (Res./Bus.)		UEPSB	USASC	$10.00	$10.00	$10.00	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40
Subsequent Activity [Exchange Ports includes all Applicable Features.]		UEPSB	UEPVF	$0.00	$0.00	$0.00							
All Available Vertical Features		UEPSB	UEPVF	$0.00	$0.00	$0.00						$13.32	
Exchange Ports - 4-W Analog VG Port		UEPA4	UEPA4	$8.27	$9.93	$9.19	$3.66	$2.92		$20.35	$10.54	$13.32	$1.40

Version 4/27/01

NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.

Description	USOC	Rate					NRC			
Subsequent Activity [Exchange Ports includes all Applicable Features.]	USASC	$10.00								
All Available Vertical Features [Exchange Ports includes all Applicable Features.]	UEPVF	$0.00	$0.00	$0.00						
Exchange Ports - 2-W DID Port	UEPEX / UEPP2	$8.97	$47.75	$47.01	$9.21	$8.47	$20.35	$10.54	$13.32	$1.40
Subsequent Activity [Exchange Ports includes all Applicable Features.]	USASC	$10.00	$10.00	$10.00						
All Available Vertical Features	UEPVF	$0.00	$0.00	$0.00						
Exchange Ports - DDITS Port - 4-W DS1 Port with DID capability	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04				
Subsequent Activity	USACP	$10.00	$10.00	$10.00						
Exchange Ports - 2-W ISDN Port (See Notes below)	U1PMA	$16.26	$30.23	$29.49	$4.10		$41.43	$42.17	$9.80	
Subsequent Activity	USASC	$10.00	$10.00	$10.00						
All Available Vertical Features [Exchange Ports includes all Applicable Features.]	UEPDD / UEPVF	$0.00	$0.00	$0.00						
Exchange Ports - 4-W ISDN DS1 Port -- Channel Profiles	U1UMA	$0.00	$0.00	$0.00						
Exchange Ports - 4-W ISDN DS1 Port	UEPEX	$75.04	$148.86	$147.18	$38.46	$36.98	$40.69	$42.17	$9.07	$10.54
2-W VG Unbundled 2-Way PBX Trunk - Res (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPRD	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W VG Line Side Unbundled 2-Way PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPPC	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W VG Line Side Unbundled Outward PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPPO	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W VG Line Side Unbundled Incoming PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPP1	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W VG Line Side Unbundled 1-Way Outgoing PBX TN Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Analog Long Distance Terminal PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Analog TN 2-Way Calling PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W TN Outward Calling Plan PBX Trunk - Bus (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX LD Terminal Ports (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX LD Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX TN Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXA	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX TN Usage Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXB	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX Toll Terminal Hotel Ports (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXC	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX LD DDD Terminals Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXB	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX LD Terminal Switchboard Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXD	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
IDD Capable Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXE	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX Hotel/Hospital (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXD	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXL	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXM	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXN	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXO	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 1-Way Outgoing PBX Measured Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXS	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX Collierville and Memphis Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXU	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 2-Way PBX TN RegionServ Calling Port (PBX) Exchange Ports - 2-W Analog Line Port (PBX)	UEPSP / UEPXV	$1.79	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
Subsequent Activity [Exchange Ports includes all Applicable Features.]	UEPSP / USASC	$2.11	$9.93	$9.19	$3.66	$2.92	$20.35	$10.54	$13.32	$1.40
All Available Vertical Features	UEPVF	$0.00	$0.00	$0.00						
Exchange Ports - Coin Port	UEPVF	$0.00	$10.00	$10.00						

Item / Rate Element	Description	USOC 1	USOC 2	Rate								
UNBUNDLED LOCAL SWITCHING, PORT USAGE												
End Office Switching (Port Usage)												
End Office Switching Function, Per MOU	End Office Switching Function			$0.0008041								
Tandem Switching (Port Usage) (Local or Access Tandem)												
Tandem Switching Function Per MOU	Tandem Switching Function			$0.0009778								
UNBUNDLED TRANSPORT												
Tandem Trunk Port - Shared, Per MOU	Tandem Interoffice Trunk Port - Shared, per MOU			·								
COMMON TRANSPORT (Shared)												
Common Transport - Per Mile, Per MOU	Common Transport - per mile, per MOU			$0.0000064								
Common Transport - Facilities Termination Per MOU	Common Transport - Facilities Termination per MOU			$0.0003871								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VG												
Interoffice Channel - Dedicated Transport - 2-W VG - Per Mile per month	Interoffice Transport - Dedicated - 2-W VG - per mile per MOU	U1TVX	1L5XX	$0.0174								
Interoffice Channel - Dedicated Transport - 2-Wire VG - Facility Termination	Interoffice Transport - Dedicated - 2-W VG - Facility Termination	U1TVX	U1TV2	$18.58	$55.39	$17.37	$27.96	$3.51	$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated Transport - 2-W VG - Rev Bat. Per Mile per month	Interoffice Transport - Dedicated - 2-W VG - per mile per month	U1TVX	1L5XX	$0.0174								
Interoffice Channel-Dedicated Transport- 2-W VG - Rev Bat.-Facility Termination	Interoffice Transport - Dedicated - 2-W VG - 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 - 56/64 KBPS												
Interoffice Channel - Dedicated Transport - 56/64 kbps - per mile per month	Interoffice Transport - Dedicated - DS0 - per mile	U1TDX	1L5XX	$0.0174								
Interoffice Channel - Dedicated Transport - 56/64 kbps - Facility Termination	Interoffice Transport - Dedicated - DS0 - 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 - 56 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DS0 - Facility Termination	U1TDX	U1TD6	$17.98	$55.39	$17.37	$27.96	$3.51	$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month	Interoffice Transport - Dedicated - DS0 - per mile	U1TDX	1L5XX	$0.0174								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1												
Interoffice Transport - Dedicated - DS1 - per mile	Interoffice Transport - Dedicated - DS1 - per mile	U1TD1	1L5XX	$0.3562								
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination	Interoffice Transport - Dedicated - DS1 - Facility Termination	U1TD1	1L5F1	$77.86	$112.40	$76.27	$19.55	$14.99	$20.35	$21.09	$9.80	$10.54
LOCAL CHANNEL - DEDICATED TRANSPORT												
Local Channel - Dedicated - 2-W VG Per Mile per month *	Local Channel - Dedicated - 2-W VG Per Mile per month	ULDVX	1L5NC	$0.00								
Local Channel - Dedicated - 2-W VG per month - Zone 1	Local Channel - Dedicated - 2-W VG [shown here deaveraged]	ULDVX	ULDV2	$29.34	$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-W VG per month - Zone 2	Local Channel - Dedicated - 2-W VG [shown here deaveraged]	ULDVX	ULDV2	$17.18	$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-W VG per month - Zone 3	Local Channel - Dedicated - 2-W VG [shown here deaveraged]	ULDVX	ULDV2	$22.44	$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-W VG Rev. Bat. Per Mile per month *	Local Channel - Dedicated - 2-W VG [shown here deaveraged]	ULDVX	ULDR2	$0.00								
Local Channel - Dedicated - 2-W VG Rev. Bat. Per month - Zone 1	Local Channel - Dedicated - 2-W VG Rev. Bat. [shown here deaveraged]	ULDVX	ULDR2		$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-W VG Rev. Bat. Per month - Zone 2	Local Channel - Dedicated - 2-W VG Rev. Bat. [shown here deaveraged]	ULDVX	ULDR2		$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-W VG Rev. Bat. Per month - Zone 3	Local Channel - Dedicated - 2-W VG Rev. Bat. [shown here deaveraged]	ULDVX	ULDR2		$199.33	$24.16	$54.81	$4.80	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 4-W VG per Mile per month *	Local Channel - Dedicated - 4-W VG [shown here deaveraged]	ULDX	ULDV4	$18.18	$201.53	$24.83	$55.52	$5.51	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 4-W VG per month - Zone 1	Local Channel - Dedicated - 4-W VG [shown here deaveraged]	ULDDX	ULDV4	$23.74	$201.53	$24.83	$55.52	$5.51	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 4-W VG per month - Zone 2	Local Channel - Dedicated - 4-W VG [shown here deaveraged]	ULDDX	ULDV4	$31.05	$201.53	$24.83	$55.52	$5.51	$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 4-W VG per month - Zone 3	Local Channel - Dedicated - DS1 [shown here deaveraged]	ULDDX	1L5NC	$0.00								
Local Channel - Dedicated - DS1 Per Mile per month *	Local Channel - Dedicated - DS1 [shown here deaveraged]	ULDD1	1L5NC	$36.24	$277.35	$233.26	$33.18	$55.52	$45.68	$1.76	$21.75	$1.76
Local Channel - Dedicated - DS1 Per Mile per month - Zone 1	Local Channel - Dedicated DS1 [shown here deaveraged]	ULDD1	1L5F1	$36.24	$277.35	$233.26	$33.18	$22.30	$45.68	$1.76	$21.75	$1.76

Description	No.	USOC	USOC	Rate	C1	C2	C3	C4	C5	C6	C7	C8
Local Channel - Dedicated - DS1 per month - Zone 2 here deaveraged) / Local Channel - Dedicated DS1 [shown	2	ULDD1	ULDF1	$47.33	$277.35	$233.26	$33.18	$22.30	$45.68	$9.80	$1.76	$21.75
Local Channel - Dedicated - DS1 per month - Zone 3 here deaveraged) / Local Channel - Dedicated DS1 [shown	3	ULDD1	ULDF1	$61.89	$277.35	$233.26	$33.18	$22.30	$45.68	$9.80	$1.76	$21.75
MULTIPLEXERS												
Channelization - DS1 to DSO Channel System to DSO / Channelization - Channel System DS1 to DSO		UXTD1	MQ1	$80.77	$141.87	$77.11	$14.51	$13.46	$20.35	$9.80	$1.18	$11.49
OCU-DP COCI (data) - DS1 to DSO Channel System per month / OCU - DP Card Interface Unit - Interface DS1 to DSO -		UDL	1D1DD	$1.82	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
2-wire ISDN COCI (BRITE) - DS1 to DSO Channel System - per month / Brite Card Interface Unit - Interface DS1 to DSO -		UDN	UC1CA	$3.10	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
VG COCI - DS1 to DSO Channel System - per month / VG Card Interface Unit - Interface DS1 to DSO -		UEA	1D1VG	$.91	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
DS3 to DS1 Channel System per month / Channelization - Channel System DS3 to DS1		UXTD3	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62	$20.35	$9.80	$1.18	$11.49
STS1 to DS1 Channel System per month / Channelization - Channel System DS3 to DS1		UXTS1	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62	$20.35	$9.80	$1.18	$11.49
DS3 Interface Unit (DS1 COCI) used with Local per month / Interface Unit - Interface DS1 to DS1		USL	UC1D1	$17.58	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
DS3 Interface Unit (DS1 COCI) used with Local Channel per month / Interface Unit - Interface DS1 to DS1		ULDD1	UC1D1	$17.58	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month / Interface Unit - Interface DS3 to DS1		U1TD1	UC1D1	$17.58	$6.07	$4.66			$20.35	$9.80	$1.18	$11.49
DARK FIBER												
NRC Dark Fiber - Interoffice Channel / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	UDF14	$1,219.22	$169.75	$453.22	$339.34		$20.35	$9.80	$1.18	$11.49
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	1L5DF	$53.23					$20.35			
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	1L5DF	$53.23					$20.35			
NRC Dark Fiber - Local Channel / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	UDFC4	$1,219.22	$169.75	$453.22	$339.34		$20.35			
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	1L5DL	$53.23					$20.35			
NRC Dark Fiber - Local Loop / Dark Fiber, per 4 fiber strands, per route mile or fraction thereof		UDF	1L5DC	$1,219.22	$169.75	$453.22	$339.34		$20.35			
8XX ACCESS TEN DIGIT SCREENING												
8XX Access Ten Digit Screening, Per Call (ATDS) per call / 800 Access Ten digit screening (800 ATDS) per call			N8R1X		$0.0005192							
8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved / 800 Access Ten digit screening Reservation Charge per 800 Number Reserved			N8R1X		$5.21	$0.76			$20.35			
8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations / 800 Access Ten digit screening per 800 # established w/o POTS Translations			N8FMX		$11.47	$1.46			$20.35			$13.28
8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations / 800 Access Ten digit screening per 800 # established with POTS Translations			N8FTX		$11.47	$1.46	$7.34	$0.7602	$20.35			$13.28
8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number / 800 Access Ten digit screening Customized Area of Service per 800 Number			N8FCX		$4.47	$2.24						
8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No. / 800 ATDS, Multiple InterLATA CXR Routing per CXR Requested per 800 #			N8FMX		$5.23	$3.00			$20.35			
8XX Access Ten Digit Screening, Change Charge Per Request / 800 Access Ten digit screening, Change Charge per Request			N8FAX		$5.97	$0.76			$20.35			
8XX Access Ten Digit Screening, Call Handling and Destination Features / 800 Access Ten digit screening, Call Handling and Destination Features			N8FDX		$4.47							
LINE INFORMATION DATA BASE ACCESS (LIDB)												
LIDB Common Transport Per Query / LIDB Common Transport, per Query			OQT		$0.0000354							
LIDB Validation Per Query / LIDB Validation per Query			OQU		$0.0117403							
LIDB Originating Point Code Establishment or Change / LIDB Originating Point Code Establishment or Change						$49.03			$20.35			
SIGNALING (CCS7)												
CCS7 Signaling Termination, Per STP Port / CCS7 Signaling Termination per STP Port					$138.41	$130.84						
CCS7 Signaling Usage, Per TCAP Message / CCS7 Signaling Usage per TCAP Message					$0.0000916							
CCS7 Signaling Connection, Per link (A link) / CCS7 Signaling Connection per 56 kbps facility					$17.84	$130.84			$20.35			

Description	Sub-description	Code	Rate	Rate	Rate
CCS7 Signaling Connection, Per link (B link) (also known as D link)	CCS7 Signaling Connection per 56 kbps facility		$17.84	$130.84	$20.35
CCS7 Signaling Usage, Per ISUP Message	CCS7 Signaling Usage, per call setup message		$0.0000373		
CCS7 Signaling Usage Surrogate, per link per LATA	CCS7 Signaling Usage Surrogate, per link per LATA per 56 kbps facility per LATA per month		$352.30		$20.35
SELECTIVE ROUTING					
Selective Routing Per Unique Line Class Code Per Request Per Switch	Selective Routing (Interim Solution Line Class Codes) per Unique Line Class Code per Request per Switch	USRCR	$179.60		$20.35
AIN - BELLSOUTH AIN SMS ACCESS SERVICE					
AIN SMS Access Service - Service Establishment, Per State, Initial Setup	AIN SMS Access Service - Service Establishment, per State, Initial Setup	CAMSE	$135.56		
AIN SMS Access Service - Port Connection - Dial/Shared Access	AIN SMS Access Service - Port Connection - Dial/Shared Access	CAMDP	$41.75		
AIN SMS Access Service - Port Connection - ISDN Access	AIN SMS Access Service - Port Connection - ISDN Access	CAM1P	$41.75		
AIN SMS Access Service - User Identification Codes Per User ID Code	AIN SMS Access Service - User Identification Codes - Per User ID Code	CAMAU	$96.63		
AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement	AIN SMS Access Service - Security Card, per User ID Code, Initial or Replacement	CAMRC	$113.67		
AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)	AIN SMS Access Service - Storage, per unit (100 kilobytes)		$0.0024		
AIN SMS Access Service - Session, Per Minute	AIN SMS Access Service - Session, per minute		$0.0820123		
AIN SMS Access Service - Company Performed Session, Per Minute	AIN SMS Access Service - company performed session, per minute		$2.27		
AIN - BELLSOUTH AIN TOOLKIT SERVICE					
AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup	AIN TS - Service Establishment Charge, per State, Initial Setup.	BAPSC	$132.04		
AIN Toolkit Service - Training Session, Per Customer	AIN TS - Training Session, per Customer	BAPVX	$7,915		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt	AIN TS - Trigger Access Charge, per Trigger, per DN, Term Attempt	BAPTT	$31.21		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay	AIN TS - Trigger Access Charge, per Trigger per DN, Off Hook Delay	BAPTD	$31.21		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate	AIN TS - Trigger Access Charge, per Trigger per DN, Off Hook Immediate	BAPTM	$31.21		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP	AIN TS - Trigger Access Charge, per Trigger per DN, 10-Digit PODP	BAPTO	$85.24		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP	AIN TS - Trigger Access Charge, per Trigger per DN, CDP	BAPTC	$85.24		
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code	AIN TS - Trigger Access Charge, per Trigger per DN, Feature Code	BAPTF	$85.24		
AIN Toolkit Service - Query Charge, Per Query	AIN TS - Query Charge, Per Query		$.0211882		
AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query	AIN TS - Type 1 Node Charge, per AIN Toolkit subscription, per Node, per query		$.0054774		
AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes	AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes		$1.50		
AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription	AIN TS - Monthly Report - per AIN TS Subscription	BAPMS	$17.43		
AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription	AIN TS - Special Study - per AIN TS Subscription	BAPLS	$0.1321116	$36.23	
AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription	AIN TS - Call Event Report - per AIN TS Subscription	BAPDS	$17.35	$33.52	
AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription	AIN TS - Call Event Special Study - per AIN TS Subscription	BAPES	$0.0511435	$36.23	
ODUF/EDOUF/ADUF/CMDS					
OPTIONAL DAILY USAGE FILE (ODUF)					
ODUF: Recording, per message	OSS OLEC Daily Usage File Recording per message		$0.0000044		
ODUF: Message Processing, per message	OSS OLEC Daily Usage File Message Distribution per message		$0.0027366		

Description	Description (cont.)	#	Code	Code	Rate		
ODUF: Message Processing, per Magnetic Tape provisioned	OSS OLEC Daily Usage File Message Distribution per magnetic tape provisioned				$52.75		
ODUF: Data Transmission (CONNECT:DIRECT), per message	OSS OLEC Daily Usage File Data Transmission (Connect: Direct), per message				$0.0000339		

ENHANCED EXTENDED LINK (EELS)

NOTE: New (not currently combined) loop/transport (EEL) combinations are only available in density Zone 1 of the Nashville MSA in TN for customers w/ 4 or more lines.

For Currently Combined EELs, network element recurring and Switch As Is Charges apply. For new EELs, network element recurring and nonrecurring apply (no Switch As Is Charge).

2-WIRE VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

Description	Description (cont.)	#	Code	Code	Rate		
First 2-W Analog VG Loop - SL2/DS1 Interofficed Transport Combination - Zone 1	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage) - Zone 1	1	UNCVX	UEAL2	$176.10		
First 2-W Analog VG Loop - SL2/DS1 Interofficed Transport Combination - Zone 2	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage) - Zone 2	2	UNCVX	UEAL2	$181.17		
First 2-W Analog VG Loop - SL2/DS1 Interofficed Transport Combination - Zone 3	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage) - Zone 3	3	UNCVX	UEAL2	$187.82		
Interoffice Transport - Dedicated - DS1 combination - Per Mile per month	Interoffice Transport Dedicated DS1 - Per Mile		UNC1X	1L5XX	$0.3562		
Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 1	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage) -Zone 1	1	UNCVX	UEAL2	$17.47		
Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 2	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage) - Zone 2	2	UNCVX	UEAL2	$22.54		
Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination - Zone 3	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage) - Zone 3	3	UNCVX	UEAL2	$29.19		
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Switch -As-is Charge	Non-Recurring Cost for Extended Loop Combination-Switch-as-is		UNC1X	UNCCC	$52.73	$24.62	$9.12

4-WIRE VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

Description	Description (cont.)	#	Code	Code	Rate		
First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 1	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 1	1	UNCVX	UEAL4	$184.24		
First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 2	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 2	2	UNCVX	UEAL4	$191.80		
First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 3	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps excluding mileage) -Zone 3	3	UNCVX	UEAL4	$201.72		
Interoffice Transport - Dedicated - DS1 - Per Mile Per Month	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport - DS1 - Per Mile		UNC1X	1L5XX	$0.3562		
Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 1	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage) -Zone 1	1	UNCVX	UEAL4	$25.61		
Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 2	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage) -Zone 2	2	UNCVX	UEAL4	$33.17		
Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 3	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage) -Zone 3	3	UNCVX	UEAL4	$43.09		
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Switch -As-is	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice combination Switch-as-is		UNC1X	UNCCC	$52.73	$24.62	$9.12

4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

Description	Detail	#	Code	Code	Price				
First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 1	1	UNCDX	UDL56	$190.64				
First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 2	2	UNCDX	UDL56	$200.16				
First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 3	3	UNCDX	UDL56	$212.65				
Transport Combination - Dedicated - DS1 combination - Interoffice Transport - Dedicated - DS1 Per Mile Per Month	Interoffice Transport - Dedicated - DS1 Per Mile		UNC1X	1L5XX	$0.3562				
Add'l 4-W 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 Kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 1	1	UNCDX	UDL56	$32.01				
Add'l 4-W 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 Kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 2	2	UNCDX	UDL56	$41.52				
Add'l 4-W 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 Kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 3	3	UNCDX	UDL56	$54.02				
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Combination Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is		UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12

4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

Description	Detail	#	Code	Code	Price
First 4-W 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 1	1	UNCDX	UDL64	$190.64
First 4-W 64kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 2	2	UNCDX	UDL64	$200.16
First 4-W 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 3	3	UNCDX	UDL64	$212.65
Interoffice Transport - Dedicated - DS1 combination - Interoffice Transport - Dedicated - DS1 Per Mile Per Month	Interoffice Transport - Dedicated - DS1 Per Mile		UNC1X	1L5XX	$0.3562
Add'l 4-W 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 1	1	UNCDX	UDL64	$32.01
Add'l 4-W546Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 2	2	UNCDX	UDL64	$41.52
Add'l 4-W546Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 3	3	UNCDX	UDL64	$54.02

Description	Detail	#	USOC	USOC	Rate	Rate	Rate	Rate
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Combination Switch -As-Is Charge			UNC1X	UNCCC	$52.73	$24.62	$9.12	$9.12
2-WIRE VG DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)								
First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 1	1			$176.72			
First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 2	2			$181.98			
First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 3	3			$188.88			
Interoffice Transport - Dedicated - DS1 combination - Interoffice Transport - Dedicated - DS1 Per Mile Per Month			UNC1X	U1TF1	$0.3562			
Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 1	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG Channel in same DS1 excluding mileage) -Zone 1	1			$18.09			
Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 2	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG Chan in same DS1 excluding mileage) -Zone 2	2			$23.35			
Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 3	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG Chan in same DS1 excluding mileage) -Zone 3	3			$30.25			
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice combination Switch -as-is Charge			UNC1X	UNCCC	$52.73	$24.62	$9.12	$9.12
4-WIRE VG DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)								
First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) -Zone 1	1			$177.73			
First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) -Zone 2	2			$183.29			
First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) -Zone 3	3			$190.59			
Interoffice Transport - Dedicated - DS1 combination - Interoffice Transport - Dedicated - DS1 Per Mile			UNC1X	U1TF1	$0.3562			
Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 1	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Channel in same DS1 excluding mileage) -Zone 1	1			$19.09			
Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 2	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Chan in same DS1 excluding mileage) -Zone 2	2			$24.66			
Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 3	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Chan in same DS1 excluding mileage) -Zone 3	3			$31.96			
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Combination Switch -as-is			UNC1X	UNCCC	$52.73	$24.62	$9.12	$9.12
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)								
First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 1	1	UNC1X	USLXX	$135.59			

Description	#												
First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2 / Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 2	2	UNC1X	USLXX	$153.26									
First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3 / Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 3	3	UNC1X	USLXX	$176.45									
Interoffice Transport - Dedicated - DS1 combination / Interoffice Transport - Dedicated - DS1 Facility Termination Per Month		UNC1X	U1TF1	$0.3562									
Add'l 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 1 / Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 1	1	UNC1X	USLXX	$57.73									
Add'l 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 2 / Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 2	2	UNC1X	USLXX	$75.40									•
Add'l 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 3 / Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 3	3	UNC1X	USLXX	$98.59									
Nonrecurring Currently Combined Network Elements or Local Channel and Interoffice Switch -As-Is Charge / Nonrecurring Cost for Extended Loop Combination Switch-as-is		UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12					
MULTIPLEXERS													
DS3 to DS1 Channel System per month	**	UNC3X	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62			$20.35	$9.80	$11.49 $1.18
STS1 to DS1 Channel System per month	**	UNCSX	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62			$20.35	$9.80	$11.49 $1.18
DS3 interface Unit (DS1 COCI) used with Loop per month	**	UNC1X	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49 $1.18

Note: Interim rates subject to true up.

* Rates for these elements, products or services were not ordered by the TRA in Docket No. 97-01262. However, such elements, products or services are necessary for the provision of other elements, products or services for which permanent rates were ordered.

** Rates for these elements, products or services are related to a combination(s) ordered by the TRA in Docket No. 97-01262.

Attachment 3

Network Interconnection

TABLE OF CONTENTS

Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1.   **Network Interconnection**

           All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

1.1   Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the BFR/NBR process set out in General Terms and Conditions.

1.2   ICG must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of ICG's originated local, intraLATA toll and transit traffic. If ICG chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, ICG must establish Points of Interconnection at all BellSouth access and local tandems where ICG NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and ICG End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is ICG's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the LERG.

1.2.1   In order for ICG to home its NPA/NXX(s) on a BellSouth Tandem, ICG's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

1.3   A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4   A **Point of Interface** is the physical telecommunications interface between BellSouth and ICG's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1.   It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

2.   It is a point where BellSouth and ICG can verify and maintain specific performance objectives.

3.   It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC No. 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)

4.   The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5   The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. ICG's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to ICG-originated local and local originating and terminating transit traffic.

1.6   ICG, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7   BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to ICG for call transport and termination by ICG. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth may designate a Point of Interface in each BellSouth flat rated local calling area.

1.8   Interconnection via Purchase of Facilities

1.8.1   The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2   Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.3   For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.4   For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.5   For the purposes of this Attachment, 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.

1.9   BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of ICG-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, ICG must still establish Points of Interconnection at all BellSouth access tandems where ICG NXXs are "homed". If ICG does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, ICG can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where ICG does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

1.9.1   MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on ICG's NXX Access Tandem homing arrangement as specified by ICG in the LERG.

1.9.2   For ICG-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3   The Parties agree that compensation for the BellSouth transport and/or termination of ICG's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local

traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

1.9.4   To the extent ICG does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, ICG must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent ICG does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent ICG routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, ICG agrees to pay BellSouth the associated transport and termination charges.

1.10   <u>Local Tandem Interconnection.</u>

1.10.1   This interconnection arrangement allows ICG to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of ICG-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, 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 Points of Interconnection at those BellSouth local tandems.

1.10.2   When a specified local calling area is served by more than one BellSouth local tandem, ICG must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ICG may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. ICG 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 ICG does not choose to establish a Point of Interconnection. It is ICG'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 ICG's codes. Likewise, ICG shall obtain its routing information from the LERG.

1.10.3   Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, ICG must also establish Points of Interconnection to BellSouth access tandems within the LATA on which ICG 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 A35 General Subscriber Services Tariff.)

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

1.11   Fiber Meet

1.11.1   "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. Point of Interface).

1.11.2   If ICG elects to interconnect with BellSouth pursuant to a Fiber Meet, ICG 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 level. The Parties shall work jointly to determine the specific transmission system. However, ICG's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.11.3   BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4   ICG shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the ICG Interconnection Wire Center ("ICG Wire Center"). .

1.11.5   BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable ICG to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to ICG, Point of Interface to BellSouth).

1.11.6   ICG shall deliver and maintain such strands wholly at its own expense. Upon verbal request by ICG, BellSouth shall allow ICG access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.11.7   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.

1.11.8   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.

1.11.9   Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2.   **Interconnection Trunking And Routing**

2.1   BellSouth and ICG shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2   Any ICG interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to ICG from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require ICG to submit a BFR/NBR via the BFR/NBR Process set forth in General Terms and Conditions.

2.3   All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ICG not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll 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. ICG shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4   The Parties shall utilize direct end office trunking under the following conditions:

(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 ICG and BellSouth's subscribers.

(2) Traffic Volume – To the extent either Party has the capability to measure the amount of traffic between a ICG 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 a ICG switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between ICG's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, addi·ional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

2.5   Switched Access traffic will be delivered to and by IXCs based on ICG's NXX Access Tandem homing arrangement as specified by ICG in the LERG.

2.6   All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3.   **Network Design And Management For Interconnection**

3.1   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.

3.2   Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. 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 BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-

hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3   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.

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

3.5   Common Channel Signaling. 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.

3.6   Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to ICG, ICG must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ICG refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.1   The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to ICG, ICG must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ICG refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.2   Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding and binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3   The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.6.4   For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3.6.5   Binding forecast:

3.6.5.1   In addition to, and not in lieu of, non-binding forecasts, ICG may provide to BellSouth a binding forecast of the trunks and switchports that BellSouth will need to interconnect with ICG in order to terminate traffic to ICG. ICG shall provide to BellSouth the quantity of trunks contained within the binding forecast. The due date contained in the binding forecast shall be three months unless otherwise agreed to, from the date the binding forecast is submitted to BellSouth.

3.6.5.2   BellSouth shall provide the total amount of requested trunks from either tandem or end offices depending on trunk and facilities availability.

3.6.5.3   A binding forecast shall not replace the ASR process of ordering trunks and BellSouth shall order the quantity of trunks from ICG set forth in the binding forecast. BellSouth shall request due dates on the trunk orders to coincide with

the due dates specified in the binding forecast, and the Parties shall provision the ordered trunks by the due date.

3.6.5.4   To recover the cost associated with assuring that the quantity of trunk port terminations needed to meet the binding forecast are available on the agreed upon due date, ICG shall pay to BellSouth $305.00 for the first DS1 trunk port and $152.50 for each additional DS1 trunk port forecasted in a trunk group (i.e. between an A to Z location or BellSouth switch location to an ICG switch location).

3.6.5.5   If, within 180 days of the installation of the trunks, 60 percent of the capacity of the trunks is not being utilized, ICG will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs, for the percentage of the trunks' capacity that is not being utilized.

3.6.5.6   If, within 360 days of the installation of the trunks, 75 percent of the capacity of the trunks is not being utilized, ICG will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs, for the percentage of the trunks' capacity that is not being utilized.

3.6.5.7   If, within 405 days of the installation of the trunks, the trunks are not being utilized to 70 percent of the capacity of the trunks, the excess of the trunks may be disconnected by BellSouth after proper notice to ICG pursuant to the ASR process.

3.6.5.8   Utilization on BellSouth reciprocal interconnection trunk groups associated with a binding forecast shall be measured monthly and shall be measured at the time consistent busy hour. The charges as a result of under-utilization as described in the preceding section shall apply monthly.

3.6.5.9   Except in the instance of under-utilization by ICG in section 3.6.5.5, neither Party shall charge the other for nonrecurring trunk and recurring, if applicable, trunk charges associated with a binding forecast.

3.6.6   Signaling Call Information. BellSouth and ICG will send and receive 10 digits for local traffic. Additionally, BellSouth and ICG will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4.   Parity In Ordering And Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport &*

Termination Service For Facility Based CLECs section of the Facility Based CLEG Activation Requirements Customer Guide.

5.   **Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.   In addition, under equivalent interconnection arrangements, ICG local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6.   **Interconnection Compensation**

6.1   <u>Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic</u>

6.1.1   Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2   The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

1/1/00 – 12/31/00	$.00200 per MOU
1/1/01 – 12/31/01	$.00175 per MOU
1/1/02 – 12/31/02	$.00150 per MOU

The Parties recognize and agree that this Section will take effect January 1, 2000 and that they negotiated these annual rates together as a complete rate structure to apply over the full three-year term of this Agreement and that neither party would have agreed to accept a single annual rate in any single year.

6.1.3   The Parties have been unable to agree upon whether, pursuant to the FCC's February 26, 1999 Declaratory Ruling in Docket CC 96-98, dial up calls to Internet Service Providers or Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement.   Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other at the same per minute of use rates set forth in Paragraph 6.1.2. for ISP-bound traffic. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties

prior to January 1, 2000, which is hereby given; and (2) subject to the terms and conditions in section 6.1.4.

6.1.3.1   The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in section 6.1.3 shall continue at the rates set forth in section 6.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 6.1.3.2.

6.1.3.2   To the extent such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 in violation of applicable federal or state law, the Parties agree to amend this Agreement within thirty (30) days of the effective date of any such Subsequent Decision to conform the inter-carrier compensation mechanism set forth in section 6.1.3 with such Subsequent Decision. In the event of such an amendment, there will no true-up for compensation paid prior to the amendment. ·

6.1.4   The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 6.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 are intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed by an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if: (1) such call is not recognized by industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer does not specify between or among the points of the call and does not choose the information of that call; and (3) the primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection.

6.1.5   If ICG utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from ICG for transport and termination of BellSouth originated traffic, BellSouth will pay ICG no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where ICG receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the ICG terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate . ICG at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by ICG as defined in this Attachment.

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

6.2   Unidentifiable traffic. ICG shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. ICG end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to ICG for termination on the ICG's network, if BellSouth cannot determine, because of the manner in which ICG has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if ICG can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.3   **Reporting Jurisdiction of Traffic.**

6.3.1   Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and ICG shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.3.2   Percentage Interstate Usage. For combined interstate and intrastate ICG traffic terminated by BellSouth over the same facilities, ICG will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to ICG. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.3.3   Treatment of ICG Traffic

6.3.3.1   ICG will carry intrastate toll and all local traffic on one type of trunk ("Intrastate Trunk"). ICG will carry all interLATA traffic on a separate type of trunk

("InterLATA Trunk"). BellSouth will bill ICG separately for the actual traffic carried on each type of trunk or in accordance with 6.3.3.2 and 6.3.3.3.

6.3.3.2   Any interstate traffic carried by ICG will be carried only on the InterLATA Trunk. BellSouth shall apply the percent interstate usage ("PIU") only to the InterLATA Trunk for the purpose of separating interstate InterLATA traffic and intrastate InterLATA traffic. BellSouth shall not apply the PIU to any traffic carried on the Intrastate Trunk.

6.3.3.3   Any local traffic carrier by ICG will be carried only on the Intrastate Trunk. BellSouth shall apply the percent local usage ("PLU") only to the Intrastate Trunk for the purpose of separating local traffic and intrastate toll traffic. BellSouth shall not apply the PLU to any traffic carried on the InterLATA Trunk.

6.4   Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ICG shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.5   Compensation for IntraLATA Toll Traffic

6.5.1   IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

6.5.2   Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If ICG is the BellSouth end user's presubscribed IXC or if the BellSouth end user uses ICG as an IXC on a 101XXXX basis, BellSouth will charge ICG the appropriate BellSouth tariff charges for originating switched access services.

6.5.3   <u>Compensation for 8XX Traffic</u>. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

6.5.4   <u>Records for 8XX Billing</u>. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

6.5.5   <u>8XX Access Screening</u>. BellSouth's provision of 8XX TFD to ICG requires interconnection from ICG to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and BellCore's CCS Network Interface Specification document, TR-TSV-000905. ICG shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ICG desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.6   <u>Mutual Provision of Switched Access Service</u>

6.6.1   <u>Switched Access Traffic</u>. Switched Access Traffic is as defined in the BellSouth Access Tariff.

6.6.2   When BellSouth and ICG provide an access service connection between an IXC and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

6.6.3   Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to

substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.

6.6.4   Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.6.5   Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.6.6   Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.6.7   All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

6.6.8   The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.7   <u>Transit Traffic Service</u>. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and delivered to a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.7.1   The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from nay BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that ICG is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any

compensation to the terminating carrier or to ICG. ICG agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of ICG. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

7.   **Frame Relay Service**

7.1   In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and ICG's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which ICG is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between ICG and BellSouth Frame Relay Switches in the same LATA.

7.2   The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

7.3   Upon the request of either Party, such interconnection will be established where BellSouth and ICG have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

7.4   The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

7.5   The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

7.5.1   If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

7.5.2   If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

7.5.3   The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, ICG may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies ICG that it has found that this method does not adequately represent the PLCU.

7.5.4   If there are no VCs on a facility when it is billed, the PLCU will be zero.

7.5.5   BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and ICG will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. ICG will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of ICG's PLCU.

7.6   The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and ICG will pay, the total non-recurring and recurring charges for the NNI port. ICG will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by ICG's PLCU.

7.7   Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

7.8   For the PVC segment between the ICG and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

7.9   Compensation for PVC rate elements will be calculated as follows:

7.9.1   If ICG orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the ICG Frame Relay switch, BellSouth will invoice, and ICG will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and ICG Frame Relay switches. If the VC is a Local VC, ICG will then invoice and

BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to ICG for the PVC segment.

7.9.2   If BellSouth orders a Local VC connection between a ICG subscriber's PVC segment and a PVC segment from the ICG Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and ICG will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and ICG Frame Relay switches. If the VC is a Local VC, ICG will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to ICG for the PVC segment.

7.9.3   The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth FCC No. 1.

7.9.4   If ICG requests a change, BellSouth will invoice and ICG will pay a Feature Change charge for each affected PVC segment.

7.9.4.1   If BellSouth requests a change to a Local VC, ICG will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5   The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.9.6   Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth FCC No. 1.

7.10   ICG will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.

7.11   Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1.

7.12   If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 7 within the one hundred eighty

day period, they will submit this matter to the appropriate State commission(s) for resolution.

8. **Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS   Local Exchange Navigation System
EDI   Electronic Data Interface
EDI-PC   Electronic Data Interface – Personal Computer
TAG   Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	TN
OSS **LSR** charge, per LSR received from ICG by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from ICG by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

8.1   Denial/Restoral OSS Charge

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

8.2   Cancellation OSS Charge

ICG will incur an OSS charge for an accepted LSR that is later canceled by ICG.

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

8.3   Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.