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

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

RECD TN
REGULATORY AUTH.
'99 NOV 18 PM 4 10
OFFICE OF THE
EXECUTIVE SECRETARY

November 18, 1999

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Interconnection Agreement and Amendments Thereto between BellSouth Telecommunications, Inc. and BlueStar Networks, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~99-00478~~ 99-00892

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and BlueStar Networks, Inc. ("BlueStar") are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement and the Amendments thereto (the "Agreement"). BlueStar has adopted the e.spire Interconnection agreement in its entirety and the Agreement was dated September 1, 1996 and amended on October 17, 1996; December 21, 1998; February 2, 1999 and April 19, 1999. The e.spire agreement was approved by the TRA on December 17, 1996 and the amendments thereto on March 10, 1997; June 22, 1999 and July 13, 1999. The parties have recently signed three amendments to the Interconnection Agreement. The first amendment deletes the standalone Resale Agreement dated December 20, 1996; the second amendment sets forth the collocation arrangement between the parties and the third amendment includes rates, terms and conditions for UNE DS3s and Unbundled Copper Loops.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Norton Cutler, Esq., General Counsel, BlueStar Networks, Inc.

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#180537

REC'D TN
REGULATORY AUTH.
'99 NOV 18 PM 4 10

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto between BellSouth Telecommunications, Inc. and BlueStar Networks, Inc., Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00478~~ 99-00892

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT AND AMENDMENTS THERETO BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND BLUESTAR NETWORKS, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated June 30, 1999, together with the Amendments to the Interconnection Agreement dated August 12, 1999; August 30, 1999 and September 27, 1999 (sometimes collectively referred to as the "Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BellSouth and BlueStar state the following:

1. BlueStar has adopted the e.spire ("e.spire") Interconnection Agreement in its entirety dated September 1, 1996, and the amendments thereto. The term of this agreement shall be from the effective date of June 30, 1999 and shall expire on December 31, 1999. The Tennessee Regulatory Authority ("TRA") approved the e.spire Interconnection Agreement on December 17, 1996 and the amendments thereto on March 10, 1997; June 22, 1999 and July 13, 1999. The parties have also recently negotiated

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amendments to the Interconnection Agreement. The first amendment deletes the standalone Resale Agreement dated December 20, 1996; the second amendment sets forth the collocation arrangement between the parties and the third amendment includes rates, terms and conditions for UNE DS3s and Unbundled Copper Loops. A copy of the Agreement and Amendments are attached hereto and incorporated herein by reference.

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

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BlueStar and BellSouth 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. BlueStar and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

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

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BlueStar and BellSouth respectfully request that the TRA approve the Agreement and Amendments.

This 18th day of November, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

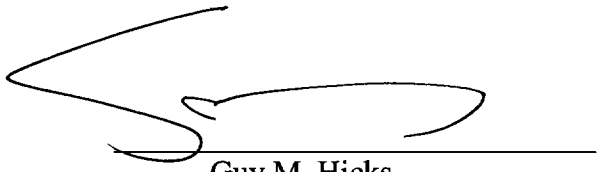
By: _____

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 Amendment to the Interconnection Agreement on the following via United States Mail:

Norton Cutler, Esq.
BlueStar Networks, Inc.
131 Second Avenue, N.
Nashville, Tennessee 37201



Guy M. Hicks

#180533

AMENDMENT TO
AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND BLUESTAR NETWORKS, INC.
DATED JUNE 30, 1999

Pursuant to this Agreement (the "Amendment"), BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement ("the Agreement") between BellSouth and BlueStar dated June 30, 1999.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BlueStar and BellSouth hereby covenant and agree as follows:

1. BellSouth will provide, and BlueStar will accept and pay for Unbundled Dedicated Interoffice Transport-DS3.

2. Article 4, Section D6 is hereby amended to include the following terms and conditions for the provision of Unbundled Cooper Loops (UCL):

6.15 To the extent that it exists within the BellSouth network at given customer location, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet 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 6,000 ft of bridge tap in addition to the loop itself.

6.15.1 The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

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

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

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

3. Exhibit 1-AL is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Alabama:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 12.56
Interoffice Transport – Dedicated – DS3 – Facility Termination	$771.60
NRC – DS3 – Facility Termination – 1st	$829.37
NRC – DS3 – Facility Termination – Add'l	$403.38
NRC – Facility Termination – Disconnect Charge – 1st	$132.56
NRC – Facility Termination – Disconnect Charge – Add'l	$129.07
NRC – Incremental Charge – Manual Service Order – 1st	$ 70.10
NRC – Incremental Charge – Manual Service Order – Add'l	$ 70.10
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	$ 30.09
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	$ 30.09
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$19.41
Non-Recurring	
NRC –1st	$585.20
NRC – Add'l	$454.63
NRC – Manual Service Order – 1st	$ 46.62
NRC – Manual Service Order – Add'l	$ 20.56
Order Coordination - 1st and Add'l	$ 16.00

4. Exhibit 1-FL is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Florida:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 10.22
Interoffice Transport – Dedicated – DS3 – Facility Termination	$984.55
NRC – DS3 – Facility Termination – 1st	$663.98
NRC – DS3 – Facility Termination – Add'l	$329.91
NRC – Facility Termination – Disconnect Charge – 1st	$108.95
NRC – Facility Termination – Disconnect Charge – Add'l	$106.01
NRC – Incremental Charge – Manual Service Order – 1st	NA
NRC – Incremental Charge – Manual Service Order – Add'l	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$21.98
Non-Recurring	
NRC –1st	$593.58
NRC – Add'l	$461.96
NRC – Manual Service Order – 1st	$ 47.54
NRC – Manual Service Order – Add'l	$ 20.96
Order Coordination - 1st and Add'l	$ 16.19

5. Exhibit 1-GA is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Georgia:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 6.53
Interoffice Transport – Dedicated – DS3 – Facility Termination	$725.53
NRC – DS3 – Facility Termination – 1st	$664.73
NRC – DS3 – Facility Termination – Add'l	$331.48
NRC – Facility Termination – Disconnect Charge – 1st	$111.07
NRC – Facility Termination – Disconnect Charge – Add'l	$108.14
NRC – Incremental Charge – Manual Service Order – 1st	$ 54.64
NRC – Incremental Charge – Manual Service Order – Add'l	$ 54.64
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	$ 22.77
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	$ 22.77
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$18.69
Non-Recurring	
NRC –1st	$585.62
NRC – Add'l	$455.76
NRC – Manual Service Order – 1st	$ 46.90
NRC – Manual Service Order – Add'l	$ 20.68
Order Coordination - 1st and Add'l	$ 15.98

6. Exhibit 1-KY is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Kentucky:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 12.62
Interoffice Transport – Dedicated – DS3 – Facility Termination	$1,204.00
NRC – DS3 – Facility Termination – 1st	$946.23
NRC – DS3 – Facility Termination – Add'l	$516.89
NRC – Facility Termination – Disconnect Charge – 1st	NA
NRC – Facility Termination – Disconnect Charge – Add'l	NA
NRC – Incremental Charge – Manual Service Order – 1st	$ 93.12
NRC – Incremental Charge – Manual Service Order – Add'l	$ 93.12
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$18.84
Non-Recurring	
NRC –1st	$585.01
NRC – Add'l	$455.57
NRC – Manual Service Order – 1st	$ 46.48
NRC – Manual Service Order – Add'l	$ 20.50
Order Coordination - 1st and Add'l	$ 16.02

7. Exhibit 1-LA is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Louisiana:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 14.04
Interoffice Transport – Dedicated – DS3 – Facility Termination	$1,101.00
NRC – DS3 – Facility Termination – 1st	$611.41
NRC – DS3 – Facility Termination – Add'l	$304.90
NRC – Facility Termination – Disconnect Charge – 1st	$102.16
NRC – Facility Termination – Disconnect Charge – Add'l	$ 99.46
NRC – Incremental Charge – Manual Service Order – 1st	$ 50.25
NRC – Incremental Charge – Manual Service Order – Add'l	$ 50.25
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	$ 20.94
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	$ 20.94
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$25.47
Non-Recurring	
NRC –1st	$587.35
NRC – Add'l	$457.30
NRC – Manual Service Order – 1st	$ 46.79
NRC – Manual Service Order – Add'l	$ 20.63
Order Coordination - 1st and Add'l	$ 16.06

8. Exhibit 1-MS is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state Mississippi:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 15.02
Interoffice Transport – Dedicated – DS3 – Facility Termination	$744.38
NRC – DS3 – Facility Termination – 1st	$686.74
NRC – DS3 – Facility Termination – Add'l	$477.76
NRC – Facility Termination – Disconnect Charge – 1st	$125.56
NRC – Facility Termination – Disconnect Charge – Add'l	$118.79
NRC – Incremental Charge – Manual Service Order – 1st	$ 64.97
NRC – Incremental Charge – Manual Service Order – Add'l	$ 64.97
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	$ 27.08
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	$ 27.08
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$22.26
Non-Recurring	
NRC –1st	$585.29
NRC – Add'l	$455.70
NRC – Manual Service Order – 1st	$ 46.63
NRC – Manual Service Order – Add'l	$ 20.56

Order Coordination - 1st and Add'l	$ 16.00

9. Exhibit 1-SC is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of South Carolina:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 19.08
Interoffice Transport – Dedicated – DS3 – Facility Termination	$960.82
NRC – DS3 – Facility Termination – 1st	$941.07
NRC – DS3 – Facility Termination – Add'l	$503.72
NRC – Facility Termination – Disconnect Charge – 1st	NA
NRC – Facility Termination – Disconnect Charge – Add'l	NA
NRC – Incremental Charge – Manual Service Order – 1st	$ 92.52
NRC – Incremental Charge – Manual Service Order – Add'l	$ 92.52
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$22.52
Non-Recurring	
NRC –1st	$587.37
NRC – Add'l	$457.32
NRC – Manual Service Order – 1st	$ 46.79
NRC – Manual Service Order – Add'l	$ 20.63
Order Coordination - 1st and Add'l	$ 16.06

10. Exhibit 1-TN is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbunded Copper Loops for the state of Tennessee:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	$ 5.89
Interoffice Transport – Dedicated – DS3 – Facility Termination	$760.20
NRC – DS3 – Facility Termination – 1st	$625.91
NRC – DS3 – Facility Termination – Add'l	$311.39
NRC – Facility Termination – Disconnect Charge – 1st	$103.36
NRC – Facility Termination – Disconnect Charge – Add'l	$100.59
NRC – Incremental Charge – Manual Service Order – 1st	$ 53.03
NRC – Incremental Charge – Manual Service Order – Add'l	$ 53.03
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	$ 22.95
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	$ 22.95
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	$20.11
Non-Recurring	
NRC –1st	$586.27
NRC – Add'l	$456.43

NRC – Manual Service Order – 1st	$ 46.75
NRC – Manual Service Order – Add'l	$ 20.61
Order Coordination - 1st and Add'l	$ 16.03

11. All of the other provisions of the Agreement, dated August 20, 1999, shall remain in full force and effect.

12 Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Senior Director

Date: 9/27/99

BlueStar Networks, Inc.

By: _____

Name: Norton Cutler

Title: Vice President Regulatory and General Counsel

Date: 9-24-99

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

BlueStar Communications

ORIGINAL

BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this 30th day of August, 1999, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and BlueStar Networks, Inc., ("BlueStar") a (corporation) organized and existing under the laws of Delaware;

W I T N E S S E T H

WHEREAS, BlueStar is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which BlueStar desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to BlueStar within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. The rates, terms, and conditions contained within this Agreement shall only apply when BlueStar is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Agreement, BellSouth hereby grants to BlueStar a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by BlueStar and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by BlueStar may contemplate a request for space sufficient to accommodate BlueStar's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, that is currently maintaining a waiting list of physical collocation applicants, then BlueStar may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in BlueStar's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation

1.3 Use of Space. BlueStar shall use the Collocation Space for the purposes of installing, maintaining and operating BlueStar's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services

and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, BlueStar may at its option, place BlueStar-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, BlueStar may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by BlueStar pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. BlueStar agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit BlueStar to physically collocate, pursuant to the terms of this Agreement, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from BlueStar, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from BlueStar must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify BlueStar and inform BlueStar of the time frame under which it can respond.

2.3 Denial of Application. After notifying BlueStar that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow BlueStar, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days,

the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application. BellSouth will refund application fees within ten (10) business days after a notice of Denial of Application has been rendered. BellSouth shall, upon request from BlueStar, remove obsoleted unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation at the sole expense of BlueStar.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. Carriers submitting a Letter of Intent to collocate will not be required to remit any application fees in order to be added to the waiting list. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise BlueStar as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5. As BellSouth develops and implements new mechanized reporting, notification, and/or application procedures for collocation, such procedures shall be made available to BlueStar.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow BlueStar to collocate BlueStar's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow BlueStar to have direct access to its equipment and facilities but may require BlueStar to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where BlueStar's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, BlueStar must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all

special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of BlueStar's equipment and facilities at BlueStar's option or if required by local building code. BlueStar must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, BlueStar and BlueStar's BellSouth certified contractor must comply with local building code requirements. BlueStar's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill BlueStar directly for all work performed for BlueStar pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BlueStar must provide the local BellSouth building_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access BlueStar's locked enclosure prior to notifying BlueStar.

3.2.1 BellSouth has the right to review BlueStar's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require BlueStar to remove or correct at BlueStar's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. BlueStar may allow other telecommunications carriers to share BlueStar's caged collocation arrangement pursuant to terms and conditions agreed to by BlueStar ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option BlueStar shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by BlueStar that said agreement imposes upon the Guest(s) the same terms and conditions and the same rates for collocation space as set forth in this Agreement between BellSouth and BlueStar.

3.3.1 BlueStar shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 BlueStar shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of BlueStar's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by BlueStar. Rates shall be negotiated on a non-discriminatory basis at the time of the request for Adjacent Collocation.

3.4.1 Should BlueStar elect such option, BlueStar must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, BlueStar and BlueStar's contractor must comply with local building code requirements. BlueStar's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BlueStar's BellSouth Certified Vendor shall bill BlueStar directly for all work performed for BlueStar pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BlueStar must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access BlueStar's locked enclosure prior to notifying BlueStar.

3.4.2 BellSouth maintains the right to review BlueStar's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require BlueStar, at BlueStar's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. BlueStar shall maintain sole responsibility for any Adjacent Arrangement(s) structures built under its direction and supervision.

Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. BlueStar must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If BlueStar fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event BlueStar's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to BlueStar with respect to said Collocation Space. Upon written request, BellSouth may agree to an extension of up to thirty (30) days for BlueStar to complete installation of equipment and connect with BellSouth's network. Any further extension shall be granted only at BellSouth's sole discretion on a case by case basis. Termination of BlueStar's rights to the Collocation Space pursuant to this paragraph shall not operate to release BlueStar from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, BlueStar's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, BlueStar may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, BlueStar at its expense shall remove its equipment and other property from the Collocation Space. BlueStar shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of BlueStar's Guests; provided, however, that BlueStar shall continue payment of monthly fees to BellSouth until such date as BlueStar has fully vacated the Collocation Space. Should BlueStar fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of BlueStar at BlueStar's expense and with no liability for damage or injury to BlueStar's property unless caused by the gross negligence or intentional misconduct of BellSouth. BlueStar may request and pay for an additional thirty (30) day vacancy period, provided there is no existing space exhaust situation in the cental office(s) within which BlueStar is making the request. Upon expiration of this Agreement, BlueStar shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the BlueStar except for ordinary wear and tear. BlueStar shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 BlueStar shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 BlueStar shall place a plaque or other identification affixed to BlueStar's equipment necessary to identify BlueStar's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. BlueStar may elect to place BlueStar-owned or BlueStar-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. BlueStar will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. BlueStar will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the BlueStar's equipment in the Collocation Space. In the event BlueStar utilizes a non-metallic, riser-type entrance facility, a splice will not be required. BlueStar must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. BlueStar is responsible for maintenance of the entrance facilities At BlueStar's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide BlueStar with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to BlueStar's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. BlueStar may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another BlueStar collocation arrangement within the same BellSouth Central Office. BlueStar must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to BlueStar-provided riser cable.

BellSouth, BlueStar shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between BlueStar's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. BlueStar shall be responsible for providing, and BlueStar's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling, including all tie cables from BlueStar's equipment to the BellSouth DF, DSX and/or LGX frame pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. BellSouth will furnish and install DSX-1, DSX-3 and LGX panels. BlueStar or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. BellSouth will provide the cable racking to BlueStar's bay lineup in a cageless arrangement. At BlueStar's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space; provided, however, the POT bay or frame will not be the point of demarcation.

5.5 BlueStar's Equipment and Facilities. BlueStar, or if required by this Agreement, BlueStar's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by BlueStar. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, BlueStar may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by BlueStar or other collocated carriers, or through BellSouth facilities designated by BlueStar, at BlueStar's option. Such connections to other carriers may be made using either optical or electrical facilities. BlueStar may deploy such optical or copper connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If BlueStar requests a co-Carrier cross-connect after the initial installation i.e., BlueStar must submit an application with a Subsequent Application Fee. BlueStar must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the BlueStar equipment and the equipment of the other Interconnector are located within the same collocation area or are within contiguous collocation spaces. In cases where BlueStar's equipment and the equipment of the other Interconnector are located in the same collocation

area or are in contiguous collocation spaces, BlueStar will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to BlueStar when access to the Collocation Space is required. BlueStar may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that BlueStar will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, BlueStar shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. BlueStar agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. BlueStar agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of BlueStar employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with BlueStar or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement BlueStar may pick up Access Keys and/or cards from the central office at the time of Space Acceptance, provided the requirements pursuant to Section 6.3.4 and 11 have been met. BlueStar will them assume total responsibility for the keys and may allow any employee who has met the BellSouth security requirements to use such keys and/or access keys.

5.8.1 Lost or Stolen Access Keys. BlueStar shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. BlueStar will pay BellSouth $250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), BlueStar shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. In the instance where interference or impairment of BellSouth's or any other interconnector's equipment or facilities may result from the operation of BlueStar's equipment or facilities, BlueStar shall immediately seek to determine whether its equipment or facilities is operating outside of the technical specifications and operating parameters established by the manufacturer of said equipment or facilities. Except as provided in subsection 5.9.3, if any equipment or facilities of BlueStar violate the provisions of this section, BellSouth shall give written notice of such alleged violation and the need to correct the condition.

5.9.1 BlueStar will commence curative measures within 24 hours of BlueStar's actual receipt of written notice. The condition shall be corrected within 48 hours or if the condition cannot be corrected within said 48 hour period, BlueStar will exercise reasonable diligence to complete such measures as soon as possible.

5.9.2 After receipt of the notice set forth in 5.9, BellSouth and BlueStar will consult immediately and, if necessary, to inspect the arrangement. If it is agreed that BlueStar's arrangement is not in violation of section 5.9, BlueStar shall have no other obligation under this section as to the notice received by BlueStar.

5.9.3 If BlueStar fails to comply with section 5.9 or if the alleged violation is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to BlueStar's equipment. BellSouth will endeavor, but is not required to provide notice to BlueStar prior to taking such action and shall have no liability to BlueStar for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

5.9.4 If any services provided by BellSouth to BlueStar are interrupted during the impairment or interference period or the access to unbundled network elements to BlueStar is interrupted during the impairment or interference period, upon the correction of the interference or impairment, such services and access shall be restored.

5.9.5 In the instance where interference or impairment of BlueStar's equipment or facilities may result from the operation of BellSouth equipment or facilities, BellSouth shall immediately seek to determine whether its equipment or facilities is operating outside of the technical specifications and operating parameters established by the manufacturer of said equipment or facilities. If so, BellSouth shall, within 24 hours of such determination, commence curative measures to bring the equipment or facilities back into conformance with the appropriate technical specification and the operating parameters established by the manufacturer. The condition shall be corrected within 48 hours of such determination or if the condition cannot be corrected within said 48 hour period, BellSouth will exercise reasonable diligence to complete such measures as soon as possible.

5.10 Personalty and its Removal. Subject to requirements of this Agreement, BlueStar may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment pursuant to Section 5.1 and related materials, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by BlueStar in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by BlueStar at any time. Any damage caused to the Collocation Space by BlueStar's employees, agents or representatives during the removal of such property shall be promptly repaired by BlueStar at its expense.

5.11 Alterations. In no case shall BlueStar or any person acting on behalf of BlueStar make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth,

which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by BlueStar.

5.12 Janitorial Service. BlueStar shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. BlueStar shall submit an application document when BlueStar or BlueStar's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For BlueStar or BlueStar's Guest(s) initial equipment placement, BlueStar shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in BlueStar's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event BlueStar or BlueStar's Guest(s) desire to modify the use of the Collocation Space, BlueStar shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by BlueStar in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by BlueStar for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to BlueStar. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by BlueStar within 30 calendar days following BlueStar's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within the same ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted in the

same state within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by BlueStar or differently configured, BlueStar must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. In the aforementioned situation, BlueStar will not be required to pay a supplemental application fee and BellSouth will provide an application response to the amended application within the agreed upon response interval provided however CLEC has provided the amended application in a timely manner. In most cases, changes made by BellSouth to BlueStar's initial Application that are reflected in BellSouth's written Application Response will not require BlueStar to amend its initial Application to reflect the changes made by BellSouth.

6.3 Bona Fide Firm Order. BlueStar shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires BlueStar to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to BlueStar's Application/Inquiry. If BlueStar makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate BlueStar's application as a result of changes requested by BlueStar to BlueStar's original application, then BellSouth will charge BlueStar a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require BlueStar to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of BlueStar's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to BlueStar's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to BlueStar.

6.3.3 Space preparation for the Collocation Space will begin upon BellSouth's receipt and acknowlegement of the Bona Fide Firm Order and all applicable fees.

6.3.4 BlueStar must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date BlueStar desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and BlueStar will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period and the timeframe in which the connection location on the DSX or LGX frame for the tie cables listed in the Application will be provided to BlueStar during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. BlueStar and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by BlueStar. BellSouth will correct any deviations to BlueStar's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of BlueStar Employees or Certified Vendor. BlueStar shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, BlueStar must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide BlueStar with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing BlueStar's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and BlueStar upon successful completion of

installation. The Certified Vendor shall bill BlueStar directly for all work performed for BlueStar pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying BlueStar or any vendor proposed by BlueStar.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. BlueStar shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service BlueStar's Collocation Space. Upon request, BellSouth will provide BlueStar with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by BlueStar. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of BlueStar, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. BlueStar's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by BlueStar divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse BlueStar in an amount equal to BlueStar reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, BlueStar may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and BlueStar may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, BlueStar may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by BlueStar, such information will be provided to BlueStar in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to BlueStar within 180 days of BellSouth's written denial of BlueStar's request for physical collocation, and (ii) BlueStar was not informed in the written denial that physical collocation space would become available within such 180 days, then BlueStar may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any BlueStar must arrange with a BellSouth certified vendor for the relocation of

equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, BlueStar cancels its order for the Collocation Space(s), BlueStar will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount BlueStar would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. BlueStar, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, BlueStar shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following BlueStar's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when BlueStar requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power BlueStar's equipment. When the Collocation Space is enclosed , BlueStar shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, BlueStar shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event BlueStar's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, BlueStar shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date BlueStar first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply –48 Volt (-48V) DC power for BlueStar's Collocation Space within the central office premises and shall make available AC power at BlueStar's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to BlueStar's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), furnished and installed by BlueStar's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), furnished and installed by BlueStar's certified power vendor. BlueStar's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of BlueStar's request to collocate in that Central Office ("Power Plant Construction"), BlueStar shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) StandardGR-63-CORE. BellSouth will notify BlueStar of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. BlueStar shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. BlueStar shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. BlueStar has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement BlueStar shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Distribution Fuse Bay, Power Board or Service Panel, fuses and power cables must be engineered (sized), furnished and installed by BlueStar's certified vendor. BlueStar's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever BlueStar or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance.

Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, BlueStar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to BlueStar. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). BlueStar will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 BlueStar shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 BlueStar shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee, and five hundred thousand dollars ($500,000.00) policy limit.

8.2.3 BlueStar may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 All policies purchased by BlueStar shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all BlueStar's property has been removed from BellSouth's Central Office, whichever period is longer. If BlueStar fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from BlueStar.

8.4 BlueStar shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. BlueStar shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from BlueStar's insurance company. BlueStar shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 BlueStar must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or BlueStar), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of BlueStar's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between BlueStar's equipment and equipment of BellSouth. BellSouth may conduct an inspection if BlueStar adds equipment and

may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide BlueStar with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of BlueStar will be permitted in the BellSouth Central Office. BlueStar shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the BlueStar name. BellSouth reserves the right to remove from its premises any employee of BlueStar not possessing identification issued by BlueStar. BlueStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. BlueStar shall be solely responsible for ensuring that any Guest of BlueStar is in compliance with all subsections of this Section 11.

11.1.1 BlueStar will be required, at its own expense, to conduct a statewide investigation of criminal history records for each BlueStar employee being considered for work on the BellSouth Central Office, for the states/counties where the BlueStar employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 BlueStar will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 BlueStar shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. BlueStar shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, with the exception of traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any BlueStar personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each BlueStar employee requiring access to a BellSouth Central Office pursuant to this agreement, BlueStar shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, BlueStar will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's written request, BlueStar shall promptly remove from the BellSouth's premises any employee of BlueStar BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth. BellSouth's written request shall provide documentation supporting its request and may be subject to the dispute resolution

process of the Interconnection Agreement provided that the employee has been removed while the dispute resolution process is in progress.

11.2 Notification to BellSouth. Where just cause exists, BST reserves the right to interview BlueStar's employees, agents, or contractors upon twenty-four hours advance notification to BlueStar, or upon lesser reasonable notice where the circumstances warrant and the parties agree.. BlueStar and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving BlueStar's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill BlueStar for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that BlueStar's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill BlueStar for BellSouth property which is stolen or damaged where an investigation determines the culpability of BlueStar's employees, agents, or contractors. BlueStar shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of BlueStar identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. BlueStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by BlueStar Employees. Use of any BellSouth supplies by a BlueStar employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to BlueStar as may be all associated investigative costs. At BellSouth's request, BlueStar shall promptly and permanently remove from BellSouth's Central Office any employee of BlueStar found to be in violation of this rule.

11.4 Use of Official Lines by BlueStar Employees. Except for local calls necessary in the performance of their work, BlueStar employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a BlueStar's employees may be charged to BlueStar as may be all associated investigative costs. At BellSouth's request, BlueStar shall promptly and permanently remove from BellSouth's premises any employee of BlueStar found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for BlueStar's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for BlueStar's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed

promptly without expense to BlueStar, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. BlueStar may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If BlueStar's acceleration of the project increases the cost of the project, then those additional charges will be incurred by BlueStar. Where allowed and where practical, BlueStar may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, BlueStar shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for BlueStar's permitted use, until such Collocation Space is fully repaired and restored and BlueStar's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where BlueStar has placed an Adjacent Arrangement pursuant to section 3.4, BlueStar shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and BlueStar shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. NONEXCLUSIVITY

12.1 BlueStar understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

15. NOTICES

15.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by BlueStar or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:	To BlueStar Networks:
600 N. 19th Street	401 Church St.
9th Floor	24th Floor
Birmingham, AL 35240	Nashville, TN 37219
ATTN: CLEC Account Team	ATTN: Norton Cutler

15.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

16. INDEMNITY / LIMITATION OF LIABILITY

16.1 BlueStar shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of BlueStar, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. BlueStar shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by BlueStar, its agents or employees.

16.2 BellSouth shall not be liable to BlueStar for any interruption of BlueStar's service or for interference with the operation of BlueStar's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and BlueStar shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

17. PUBLICITY

17.1 BlueStar agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and BlueStar further agrees not to

publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. FORCE MAJEURE

18.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

19. YEAR 2000 COMPLIANCE

19.1 Each party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

20. ASSIGNMENT

20.1 BlueStar acknowledges that this Agreement does not convey any right, title or interest in the Central Office to BlueStar. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. NO IMPLIED WAIVER

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. RESOLUTION OF DISPUTES

22.1 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 in the state where the services are provided pursuant to this Agreement 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 Public Service Commission concerning this Agreement.

23. SECTION HEADINGS

23.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

24. AUTHORITY

24.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

25. REVIEW OF AGREEMENT

25.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and BlueStar and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

26. FILING OF AGREEMENT

26.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by BlueStar.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the full understanding of the Parties as it relates to Collocation (superseding all prior or contemporaneous correspondence between the Parties relating to Collocation) and shall constitute the entire agreement between BellSouth and BlueStar and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

Authorized Signature

Jerry Hendrix
Print or Type Name

Senior Director
Title

8/30/99
Date

BlueStar Networks, Inc.

Authorized Signature

Norton Cutler
Print or Type Name

VP Regulatory
Title

8/30/99
Date

EXHIBIT A: BELLSOUTH/BlueStar RATES – ALABAMA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$7,124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.28	NA
PE1PJ	Floor Space	Per square foot	$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	$2,335.00 Disconnect Charge $54.39
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA

EXHIBIT A: BELLSOUTH/BlueStar RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.28	$30.76 / $29.40
PE1P4	4-wire		$.56	$31.01 / $29.58
PE1P1	DS-1		$2.14	$60.81 / $41.71
PE1P3	DS-3		$38.63	$57.80 / $39.81
PE1F2	2-fiber		$10.44	$73.00 / $52.00
PE1F4	4-fiber		$18.76	$88.00 / $67.00
				Disconnect Charges First / Additional
	2-wire			$12.75 / $11.38
	4-wire			$12.82 / $11.39
	DS-1			$12.85 / $11.50
	DS-3			$14.93 / $11.76
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement	Cable Support Structure, per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial	(existing)	$0.03	NA
		Cable Support Structure (new)	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.08	NA
PE1PF	4 Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2 Fiber Cross-Connect		$25.89	NA
PE1B4	4 Fiber Cross-Connect		$34.91	NA
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - $31.00 / $22.00 Overtime - $37.00 / $26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.47/$25.82
PE1OT	Overtime	hour/Additional	NA	$55.25/$32.79
PE1PT	Premium Time	Half-hour	NA	$67.03/$39.76

EXHIBIT A: BELLSOUTH/BlueStar RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$34.03 / $32.67	$14.48 / $13.11
4-wire	$34.28 / $32.85	$14.55 / $13.12
DS-1	$64.08 / $44.98	$14.58 / $13.23
DS-3	$61.07 / $43.08	$16.66 / $13.49

(5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES - FLORIDA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	$15.53	$3,248.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Wire Cage	Per first 100 sq. Ft.	$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	$4.25	NA
PE1BD	Cable Installation	Per Cable	$2.77	$1,056.00
PE1PM	Cable Support Structure		$22.94	NA

EXHIBIT A: BELLSOUTH/BlueStar RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase *	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 4)**	Per Cross Connect		
PE1P2	2-wire		$.0524	$11.57
PE1P4	4-wire		$.0524	$11.57
PE11S	DS-1/DCS		$8.085	$69.64
PE11X	DS-1/DSX		$.4110	$69.64
PE13S	DS-3/DCS		$56.97	$528.00
PE13X	DS-3/DSX		$10.06	$528.00
PE1F2	Optical Cross Connects		$6.46	$2,431.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A2	Security Access System			
	Security System*	Per Central Office	$95.00	
	New Access Card Activation*	Per request-5 cards	NA	$85.12
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report *	Per Central Office Requested		$550.00
	POT Bay **(Note 6)**		NA	NA

EXHIBIT A: BELLSOUTH/BlueStar RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 7)**	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
	Basic Time	Per ¼ hour	NA	$10.89
	Overtime	Per ¼ hour	NA	$13.64
	Premium Time	Per ¼ hour	NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

Cross Connects	Per Cross Connect	RC	NRC
2-wire	Per 100 X-Connects	$5.24	$1,157.00
4-wire	Per 100 X-Connects	$5.24	$1,157.00
DS-1/DCS	Per 28 X-Connects	$226.39	$1,950.00
DS-1/DSX	Per 28 X-Connects	$11.51	$1,950.00
DS-3/DCS	Per Cross Connect	$56.97	$ 528.00
DS-3/DSX	Per Cross Connect	$10.06	$528.00
Optical Cross Connects	Per Cross Connect	$6.46	$2,431.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for BlueStar to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(7) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES - GEORGIA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per square foot	NA	$100.00
	Space Enclosure **(Note 3)** *Cages Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per square foot	$7.50	NA
PE1PK	Zone B	Per square foot	$6.75	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$12.60 / $12.60
PE1P4	4-wire		$.50	$12.60 / $12.60
PE1P1	DS-1		$8.00	$155.00 / $27.00
PE1P3	DS-3		$72.00	$155.00 / $27.00
PE1F2	2-fiber		$10.29	$73.00 / $52.00
PE1F4	4-fiber		$18.50	$88.00 / $67.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report*	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$25.53	NA
PE1B4	4 Fiber Cross-Connect		$34.43	NA
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional Half-hour	NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - GEORGIA PHYSICAL COLLOCATION (cont.)

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES - KENTUCKY
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$9,926.72
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per square foot	$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.68	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.31	$54.21/$51.07
PE1P4	4-wire		$.62	$54.23/$50.96
PE1P1	DS-1		$1.92	$99.23/$69.15
PE1P3	DS-3		$39.94	$97.48/$66.90
PE1F2	2-fiber		$13.28	$73.00/$52.00
PE1F4	4-fiber		$23.87	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	$550.00
	POT Bay Arrangements **Prior to 6/1/99**	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.06	NA
PE1PF	4 Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$32.94	NA
PE1B4	4 Fiber Cross-Connect		$44.42	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$56.09/$31.99
PE1OT	Overtime	hour/Additional	NA	$67.75/$39.00
PE1PT	Premium Time	Half-hour	NA	$79.41/$46.01

EXHIBIT A: BELLSOUTH/BlueStar RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES – LOUISIANA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,910.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per square foot	$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	$1,706.00 Disconnect charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.15	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.26	$23.04/$22.11
PE1P4	4-wire		$.52	$23.23/$22.24
PE1P1	DS-1		$2.03	$43.61/$30.60
PE1P3	DS-3		$36.27	$41.46/$29.20
PE1F2	2-fiber		$10.20	$73.00/$52.00
PE1F4	4-fiber		$18.34	$88.00/$67.00
				Disconnect charges
				First / Additional
	2-wire			$9.48/$8.54
	4-wire			$9.53/$8.55
	DS-1			$9.56/$8.63
	DS-3			$11.06/$8.86
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.0776	NA
PE1PF	4 Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$25.30	NA
PE1B4	4 Fiber Cross-Connect		$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$32.35/$19.95
PE1OT	Overtime	hour/Additional	NA	$40.50/$25.00
PE1PT	Premium Time	Half-hour	NA	$48.66/$30.05
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

EXHIBIT A: BELLSOUTH/BlueStar RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$24.92/$23.99	$10.56/$9.62
4-wire	$25.11/$24.12	$10.61/$9.63
DS-1	$45.49/$32.48	$10.64/$9.71
DS-3	$43.34/$31.08	$12.14/$9.94

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$6,993.00 Disconnect charge $1.70
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per square foot	$3.45	Disconnect charge $53.24
PE1BD	Cable Installation	Per Cable	NA	$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	$6.93	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.3996	$30.93/$29.59
PE1P4	4-wire		$.7992	$31.17/$29.77
PE1P1	DS-1		$2.90	$60.42/$41.68
PE1P3	DS-3		$53.31	$57.45/$39.81
PE1F2	2-fiber		$15.82	$73.00/$52.00
PE1F4	4-fiber		$28.43	$88.00/$67.00
				Disconnect Charges
				First / Additional
	2-wire			$12.76/$11.43
	4-wire			$12.83/$11.43
	DS-1			$12.87/$11.54
	DS-3			$14.92/$11.80
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BlueStar RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.1195	NA
PE1PF	4 Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$39.23	NA
PE1B4	4 Fiber Cross-Connect		$52.91	NA
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional Half-hour	NA	$42.87/$25.54
PE1OT	Overtime		NA	$54.43/$32.41
PE1PT	Premium Time		NA	$65.99/$39.28

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

EXHIBIT A: BELLSOUTH/BlueStar RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$33.58 / $32.24	$14.27 / $12.94
4-wire	$33.82 / $32.42	$14.34 / $12.94
DS-1	$63.07 / $44.33	$14.38 / $13.05
DS-3	$60.10 / $42.46	$16.43 / $13.31

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720.00
	Project Management	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$14.91	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.30	NA
PE1B4	4 Fiber Cross-Connect		$53.00	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00

EXHIBIT A: BELLSOUTH/BlueStar RATES – NORTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per square foot	$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.09	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**			First / Additional
PE1P2	2-wire	Per Cross Connect	$.3648	$41.50/$38.94
PE1P4	4-wire	Per Cross Connect	$.7297	$41.56/$38.90
PE1P1	DS-1	Per Cross Connect	$2.70	$70.79/$50.78
PE1P3	DS-3	Per Cross Connect	$49.24	$69.60/$49.14
PE1F2	2-fiber	Per Cross Connect	$13.75	$73.00/$52.00
PE1F4	4-fiber	Per Cross Connect	$24.71	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$.1091	NA
PE1PF	4 Wire Cross-Connect		$.2181	NA
PE1PG	DS1 Cross-Connect		$.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$34.09	NA
PE1B4	4 Fiber Cross-Connect		$45.97	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional Half-hour	NA	$43.00/$25.57
PE1OT	Overtime		NA	$54.62/$32.46
PE1PT	Premium Time		NA	$66.24/$39.35

EXHIBIT A: BELLSOUTH/BlueStar RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional
2-wire	$46.66 / $44.10
4-wire	$46.68 / $44.02
DS-1	$75.88 / $55.87
DS-3	$74.69 / $54.23

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/BlueStar RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

(6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BlueStar RATES – TENNESSEE*
PHYSICAL COLLOCATION

***All Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600.00 Minumum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720.00
	Project Management	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BlueStar RATES – TENNESSEE* PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	$53.00	NA

EXHIBIT A: BELLSOUTH/BlueStar RATES – TENNESSEE* PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, BlueStar will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BlueStar opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BlueStar as prescribed in Section 7 of the Collocation Agreement.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BlueStar may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BlueStar for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/BlueStar RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Agreement, BlueStar may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BlueStar-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BlueStar agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and BlueStar agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.

1.2 Notice. BellSouth and BlueStar shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. BlueStar should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for BlueStar to follow when working at a BellSouth Central Office (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. BlueStar will require its contractors, agents and others accessing the BellSouth Central Office to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Central Office.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the BlueStar space with proper notification. BellSouth reserves the right to stop any BlueStar work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Central Office by BlueStar are owned by BlueStar. BlueStar will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by BlueStar or different hazardous materials used by BlueStar at BellSouth Facility. BlueStar must demonstrate adequate emergency response

capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Central Office, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by BlueStar to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and BlueStar will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and BlueStar will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, BlueStar must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and BlueStar shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Central Office, BlueStar agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. BlueStar further agrees to cooperate with BellSouth to ensure that BlueStar's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by BlueStar, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Central Office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Central Office (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 30, 1999

Pursuant to this Agreement, (the "Amendment"), BlueStar Networks, Inc. ("BlueStar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Agreement between the Parties dated June 30, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Agreement dated June 30, 1999 to adopt the e.spire Interconnection Agreement dated July 25, 1996 effective September 1, 1996, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement is hereby amended to delete the standalone Resale Agreement dated December 20, 1996 in its entirety.

2. All of the other provisions of the Agreement, dated June 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: _____

Name: Norton Cutler

Title: VP Regulatory

Date: 8/10/99

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 8/12/99

AGREEMENT

This Agreement, which shall become effective as of the 30 day of June, 1999, is entered into by and between BlueStar Networks, Inc., ("BlueStar") a Tennessee corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, BlueStar has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and e.spire Communications, Inc. ("e.spire"), formerly known as American Communications Services, Inc., originally dated September 1, 1996 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. BlueStar and BellSouth shall adopt in its entirety the e.spire Interconnection Agreement originally dated September 1, 1996 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The e.spire Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1
Table of Contents	4
General Terms and Conditions	50

Attachment A	1
Attachment B	14
Attachment C-1	5
Attachment C-2	3
Attachment C-3	1
Attachment C-4	3
Attachment C-5	1
Attachment C-6	1
LIDB Agreement	6
Attachment C-7	1
Attachment C-8	1
Attachment C-9	1
Attachment C-10	1
Attachment C-11	3
Attachment C-12	1
RAO Hosting and NSPRS	2
Exhibit A	3
Exhibit B	2
Attachments C-13	1
Attachment D	1
Attachment E	3
Attachment F	1
Resale Agreement	13
First Amendment dated 10/17/96	6
Second Amendment dated 12/21/98	8
Third Amendment dated 2/2/99	8
Annex 314	6
LIDB Storage Agreement	7
Fourth Amendment dated 04/19/99	9
Exhibit 1 to Fourth Amendment	1
Florida Pricing	17
Alabama Pricing	16
Georgia Pricing	16
Kentucky Pricing	16
Louisiana Pricing	16
Mississippi Pricing	15
South Carolina Pricing	16
Tennessee Pricing	16
Exhibit 2 to Fourth Amendment	40
Exhibit 3 to Fourth Amendment	4
Partial Settlement Agreement	5
TOTAL	351

2. In the event that BlueStar consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of BlueStar under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section XVII of the Fourth Amendment to e.spire's Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII, the effective date shall be September 1, 1996.

4. BlueStar shall accept and incorporate any amendments to the e.spire Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. 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

BlueStar Networks, Inc.

ATT: VP Regulatory Affairs
L&C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.	BlueStar Networks, Inc.
Signature	R. L. Burtner, CFO + SEC. Signature
Jerry D. Hendrix Jerry Hendrix	R. L. BURTNER Name
6/30/99 Date	6/30/99 Date

INTERCONNECTION AGREEMENT BETWEEN ACSI AND BELLSOUTH

TABLE OF CONTENTS

		PAGE
I.	RECITALS AND PRINCIPLES	1
II.	SCOPE OF THE AGREEMENT	2
III.	DEFINITIONS	2
IV.	ACCESS TO UNBUNDLED NETWORK ELEMENTS	2
	A. General Requirements	3
	B. Interconnection with Network Elements	3
	C. Order Processing	6
	D. Conversion of Exchange Service to Network Elements	7
	E. Service Quality	8
	F. Network Information Exchange	9
	G. Maintenance and Trouble Resolution	9
	H. Billing for Network Elements	11
	I. Addition of Network Elements	12
V.	LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS	12
	A. Types of Local Traffic to Be Exchanged	12
	B. Designated Points of Interconnection	13
	C. Facilities for Local Interconnection	15
	D. Trunking and Signaling	16
	E. Network Management	19
	F. Local Number Assignment	21
	G. Cross-Connection to Other Collocators	21
VI.	LOCAL TRAFFIC EXCHANGE	21
	A. Exchange of Traffic	21
	B. Compensation	21
	C. Transit Traffic	22
VII.	MEET-POINT BILLING ARRANGEMENTS	22
	A. Applicability of OBF Guidelines	22
	B. Meet-Point Interconnection	23
	C. Tariffs	24
	D. Billing and Data Exchange	24
	E. Toll Free IXC Traffic	26
	F. MPB Billing Percentages	26
	G. Special Arrangements	26
VIII.	TOLL TRAFFIC INTERCONNECTION	27
IX.	NUMBER RESOURCE ARRANGEMENTS	27

TABLE OF CONTENTS (cont'd)

X. ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS OF WAY 28

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS 29
A. 800 Traffic 29
B. 911/E-911 29
C. Provision of Operator Services 30
D. Transfer of Service Announcements 31
E. Coordinated Repair Calls 32
F. Busy Line Verification and Interrupt 32
F.1 Description 32
F.2 Compensation 32
G. Directory Assistance (DA) 33
G.1 Description 33
G.2 Compensation 33
H. Directory Listings and Directory Distribution 33
I. Access to Signaling and Signaling Databases 34

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS 34

XIII. DISCONNECTION OF CUSTOMERS 38

XIV. RESALE OF BELLSOUTH LOCAL EXCHANGE SERVICES 38

XV. RESPONSIBILITIES OF THE PARTIES 39

XVI. NETWORK DESIGN AND MANAGEMENT 40

XVII. TERM 41

XVIII. IMPLEMENTATION OF AGREEMENT 41

XX. FORCE MAJEURE 42

XXI. LIABILITY AND INDEMNIFICATION 42

XXII. MOST FAVORABLE PROVISIONS 45

XXIII. DEFAULT 46

XXIV. NONDISCLOSURE 46

XXV. ARBITRATION 47

XXVI. WAIVERS 48

TABLE OF CONTENTS (cont'd)

XXVII. GOVERNING LAW 28

XXVIII. ARM'S LENGTH NEGOTIATIONS 28

XXIX. NOTICES 29

XXX. ENTIRE AGREEMENT 29

XXXI. COUNTERPARTS 29

ATTACHMENT A (Operating Subsidiaries of American Communications Services, Inc.)

ATTACHMENT B (Definitions)

ATTACHMENT C-1 (Collocation Rates)

ATTACHMENT C-2 (Unbundled Exchange Access Loops)

ATTACHMENT C-3 (Loop Channelization)

ATTACHMENT C-4 (Unbundled Exchange Ports)

ATTACHMENT C-5 (Signalling Rates)

ATTACHMENT C-6 (LIDB Storage)

ATTACHMENT C-7 (LIDB Validation)

ATTACHMENT C-8 (Directory Listings)

ATTACHMENT C-9 (911 Access)

ATTACHMENT C-10 (Operator Call Processing Access Service)

ATTACHMENT C-11 (Directory Assistance Access Service)

ATTACHMENT C-12 (CMDS Hosting)

ATTACHMENT C-13 (Non-Sent Paid Report System)

ATTACHMENT D (SPNP-RCF Interim Costs)

ATTACHMENT E (SPNP-DID Interim Rates)

TABLE OF CONTENTS (cont'd)

ATTACHMENT F (Blanket Agency Agreement)

INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELLSOUTH COMMUNICATIONS

Pursuant to this Interconnection Agreement (Agreement), American Communication Services, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively "ACSI"), and BellSouth Telecommunications, Inc. (BellSouth) (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996.

I. RECITALS AND PRINCIPLES

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

WHEREAS, ACSI is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by ACSI; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

II. SCOPE OF THE AGREEMENT

This Agreement will govern the interconnection and resale arrangements between the Parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee. This agreement will further govern the unbundling of BellSouth network elements in the same states. The Agreement will be filed for approval of the agreed terms with state commissions in each of the states listed above. ACSI will petition for state commission arbitration of the unresolved issues referred to herein. Upon conclusion of such state commission arbitration proceedings, the Agreement will be amended to reflect the decided issues and filed for approval consistent with the terms of Section 252(e) of the Telecommunications Act.

III. DEFINITIONS

The definitions contained in Attachment B are intended to define and govern how the terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate. The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofittable to any pending standard at the least cost to the interconnecting Parties.

IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS

BellSouth shall unbundle network elements used in the provision of a telecommunications service and offer them for resale to ACSI as provided hereafter. ACSI shall be entitled to request, and BellSouth shall provide, access to any such unbundled network element(s). BellSouth shall unbundle such network elements where technically feasible, and separately price and offer those elements such that ACSI will be able to lease and interconnect to whichever of these unbundled network elements ACSI requires, and combine the BellSouth-provided network elements with any facilities and services that ACSI may itself provide or obtain from other telecommunications carriers, in order to offer telecommunications services to other telecommunications carriers and end users. Such network elements shall be offered as provided hereafter.

A. General Requirements

A.1 The Parties hereto mutually understand and agree that the array of network elements is steadily evolving and expanding. The initial set of network elements and attendant services to be made available by BellSouth hereunder is included as Attachment C hereto. Network elements will be provided subject to the rules, terms and conditions expressed in this Article and in Attachment C. It is understood, however, and mutually agreed that either Party may add network elements to the listing contained in Attachment C as the BellSouth network changes or additional network elements are identified. It is especially acknowledged, without limitation, that the list of network elements may be expanded by either Party to include network elements identified in relevant FCC or state commission regulations or orders, or made available by BellSouth to other telecommunications carriers pursuant to other interconnection agreements. The addition or inclusion of additional network elements shall be made in accordance with subsection IV.I hereof.

A.2 Without limitation, BellSouth agrees to provide ACSI access to all network elements identified in Attachment C hereto. Wherever technically feasible, interconnection shall be offered at the line and/or trunk side of each discrete network element. It is agreed that interconnection will be made available by BellSouth to ACSI at any technically feasible point. BellSouth must implement physical and logical interconnection points consistent with generally accepted industry standards.

A.3 Initial pricing of network elements is included in Attachment C hereto, provided the Parties hereby agree that ACSI will petition for state commission arbitration to establish initial pricing of both nonrecurring and recurring charges applicable to the provision of unbundled loops, cross connections, loop channelization, unbundled ports, and associated facilities and services. In addition, the initial pricing may be revised by mutual agreement or at ACSI's election pursuant to Article XXII hereof.

A.4 It is agreed that ACSI may combine network elements purchased hereunder as required to provide any local, toll or access service.

B. Interconnection with Network Elements

B.1 Interconnection shall be achieved via collocation arrangements ACSI shall maintain at a BellSouth wire center or other BellSouth network point.

B.2 At ACSI's discretion, each unbundled loop or port element shall be delivered to the ACSI collocation arrangement over an individual 2-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any

combination or order ACSI may specify, in multiples of 672 over a digital DS-3 hand-off in any combination or order ACSI may specify, or through other technically feasible and economically comparable hand-off arrangements requested by ACSI. Economically comparable as used in this section refers to an economically comparable effect upon ACSI and is not meant to ensure an equivalent revenue stream or contribution level to BellSouth.

B.3 BellSouth will permit ACSI to collocate DLC systems in conjunction with collocation arrangements ACSI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop elements. ACSI will have the option of purchasing BellSouth unbundled transport (at any transmission level) between placed equipment and the ACSI network.

B.4 ACSI shall access BellSouth's unbundled loops via collocation at the BellSouth wire center where those elements exist. Each loop or port shall be delivered to ACSI's collocation by means of a cross connection.

B.5 BellSouth shall provide ACSI access to its unbundled loops at each of BellSouth's Wire Centers. In addition, if ACSI requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, BellSouth shall, where available, move the requested loop(s) to a spare, existing physical loop. If, however, no spare physical loop is available, BellSouth shall within forty-eight (48) hours of ACSI's request notify ACSI of the lack of available facilities. ACSI may then, at its discretion, make a network element request for BellSouth to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s).

B.6 Where BellSouth utilizes digital loop carrier (DLC) technology to provision the loop element of an unbundled exchange service to an end user customer who subsequently determines to assign the loop element to ACSI and receive Exchange Service from ACSI via such loop, BellSouth shall deliver such loop to ACSI on an unintegrated basis, pursuant to ACSI's chosen hand-off architecture, without a degradation of end user service or feature availability.

B.7 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled loops.

B.8 Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled ports.

B.9 BellSouth will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to ACSI, with no penalties, rollover, termination or conversion charges to ACSI or the customer, except as specifically provided in Attachment C-2 hereto or pursuant to the terms of a specific customer service agreement (unless superseded by govern- -ent action).

B.10 BellSouth will permit ACSI to collocate remote switching modules and associated equipment in conjunction with collocation arrangements ACSI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop or link elements.

B.11 When available to any other telecommunications carrier or other customer, BellSouth shall provide ACSI with an appropriate on-line electronic file transfer arrangement by which ACSI may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements. In the interim, batch file arrangements specified in BellSouth's current Facilities Based Carrier Operating Guide (FBOG) shall apply. BellSouth shall provide ACSI with the ability to order any defined network element using OBF or other mutually agreed upon ordering/provisioning codes.

B.12 It is expressly agreed that interconnection will be afforded equally regardless of the transmission medium selected by the interconnector, *i.e.*, digital or analog loops, conditioned circuits, ISDN, SONET, wherever present in BellSouth's network, so that networks and applications can evolve unencumbered by the available degree of interconnectivity.

B.13 Wherever technically feasible, it is expressly agreed and understood that BellSouth will provide interconnection on the line side and/or trunk side of each unbundled Network Element. Where interconnection is ordered to the line side of a Network Element, interconnection shall be on a hard-wired (not software driven) basis.

B.14 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable ACSI to use a collocation arrangement at one BellSouth location (*e.g.*, tandem switch) to obtain access to the unbundled loop(s) at another such BellSouth location over BellSouth facilities.

B.15. BellSouth shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes. In addition, BellSouth will not in any way hinder ACSI from deploying modern DLC equipment (TR303) throughout the unbundled loop/transport network.

C. Order Processing

C.1 ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.

C.2 Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (*e.g.*, ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.

C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.

C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.

C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).

C.6 When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth end office AIN triggers initiated via an appropriate service order from ACSI.

C.7 ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.

C.8 BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.

C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.

D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.

D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.

D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.

D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.

D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.

D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.

D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.

E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.

E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.

E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.

E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:

- Port features
- Treatment during overflow/congestion conditions
- Equipment/interface protection
- Power redundancy
- Sufficient spare facilities to ensure provisioning, repair, performance and availability
- Mediation functions
- Standard interfaces
- Real time control over switch traffic parameters
- Real time access to integrated test functionality
- Real time access to performance monitoring and alarm data

F. **Network Information Exchange**

F.1 BellSouth shall provide ACSI with information sufficient to determine an end user's existing service and feature configurations.

F.2 BellSouth agrees to provide ACSI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records (DLR) for unbundled loops and circuits.

F.3 BellSouth shall provide information to ACSI on a continuing basis required to keep ACSI apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.

F.4 BellSouth shall provide ACSI with a detailed description of the criteria and procedures used for handling facility and power outages.

F.5 Where permitted by law, BellSouth will make available to ACSI electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.

F.6 BellSouth will provide ACSI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSO, and service availability by LSO, as well as the data elements required by BellSouth to provision all such services and features.

G. **Maintenance and Trouble Resolution**

G.1 BellSouth shall provide automated interfaces to ACSI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.

G.2 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces (such as the carrier gateway) shall be provided into a centralized customer support systems databases for access to services and features purchased by ACSI from BellSouth.

G.3 The Parties agree to establish a real time automated industry standard electronic interface (EBI) to perform the following functions:

- Trouble Entry
- Obtain Trouble Report Status
- Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number
- Trouble Escalation
- Network Surveillance - Performance Monitoring (*i.e.*, proactive notification of "auto detects" on network outages)

G.4 The Parties agree to adopt a process for the efficient management of misdirected service calls.

G.5 BellSouth will establish and staff a Maintenance Center to act as ACSI's single point of contact for all maintenance functions which will operate on a 24 hour a day, 7 days a week basis.

G.6 All trouble shooting will be performed by BellSouth and BellSouth will be responsible for the reported trouble until turned back to ACSI.

G.7 The Parties agree to establish an escalation process for resolving maintenance troubles.

G.8 BellSouth shall perform Mechanized Loop Tests (Quick Test) at the request of ACSI while ACSI is on line.

G.9 BellSouth shall provide progress status reports sufficient to enable ACSI to provide end user customers with detailed information and an estimated time to repair (ETTR).

G.10 BellSouth will close all trouble reports with ACSI. ACSI will close all trouble reports with the end user.

G.11 BellSouth will not undertake any work at an end user's request for which ACSI would be charged without obtaining the prior approval of ACSI. This includes authorizations by ACSI if a dispatch is required to the customer premises as well as verification of actual work completed.

G.12 All Auto/Subscriber Line Tests (ALIT/SLIT) tests performed on ACSI customers that result in a failure will be reported to ACSI.

G.13 ACSI will coordinate dispatches to the customer premise. This includes redispatches for customer access not available.

G.14 BellSouth will ensure that all applicable alarm systems that support ACSI customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. BellSouth will respond to ACSI customer alarms consistent with how and when they respond to alarms for their own customers.

G.15 Nondiscriminatory emergency restoration and disaster recovery plans will be developed consistent with TSR essential line procedures. The plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which can be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:

a. A BellSouth single point of contact which shall be:
   - Responsible for notification of the ACSI work center
   - Responsible for the initiation of BellSouth's restoration plan
   - Responsible for status and problem resolution during the entire restoration process

b. A restoration equipment dispatch plan which will establish a:
   - Documented procedure on how equipment will be dispatched to the restoration site
   - Estimated maximum time for the restoration equipment to arrive on site

c. Prior notification, with the option to influence the decision of any scheduled maintenance activity performed by the local supplier that may be service affecting to ACSI local customers (*i.e.*, cable throws, power tests, *etc.*).

H. Billing for Network Elements

H.1 BellSouth will bill all unbundled elements and associated services purchased by ACSI (either directly or by previous assignment by a customer) on no more than two (2) consolidated statements per Point of Interconnection (POI) with sufficient billing detail to enable ACSI to reasonably audit such charges.

H.2 Invoices must be presented monthly in a Carrier Access Billing Systems (CABS) and/or Customer Record Information System (CRIS) format in order to facilitate standard industry auditing practices. ACSI and

BellSouth will agree on the flow and format of CARE records for correct provisioning and billing to IXCs.

I. **Addition of Network Elements**

ACSI may request that BellSouth allow purchase and interconnection of additional Network Elements (including, without limitation, sub-loop unbundling and databases not otherwise discussed herein) at any time by making a demand in writing including a proposed revised Attachment C. BellSouth will respond in writing within thirty (30) days of receipt of such a request, and either accept or reject the service request. BellSouth may not refuse to make the requested Network Element available if its availability is required by FCC or state commission requirements, the Network Element is provided to any other telecommunications carrier, or interconnection is technically feasible and failure to obtain access to such Network Element might impair the ability of ACSI to provide telecommunications services. Pricing of such additional elements shall be provided within forty-five (45) days of receipt of the request for service, and shall be in accordance with the requirements of 47 U.S.C. § 252(d)(1). BellSouth will exercise best efforts to accomplish actual interconnection and provision of service within ninety (90) days of receipt of the service request.

V. **LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS**

A. **Types of Local Traffic to Be Exchanged**

The Parties agree to provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between BellSouth and ACSI:

A.1 Local Exchange: Local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes.

A.2 Exchange Access: The offering of access to telephone exchange services or facilities-based origination and termination of intraLATA or interLATA toll services.

A.3 IXC Transit: BellSouth shall provide intermediary network access service between ACSI and any IXC for the purpose of completing interLATA or intraLATA toll traffic.

A.4 Other Transit Functions: The Parties shall provide intermediary tandem switching and transport services for the other Party's connection of its end user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers, which are connected to such Party's network.

A.5 Intelligent Network and Network Surveillance: BellSouth shall provide open logical interconnection points to an AIN/IN interface in their network. BellSouth must also provide access to monitoring, surveillance and other fraud control functions in its network.

A.6 Other Services: BellSouth shall provide connection and call routing for 911, directory assistance, and operator assistance services.

B. Designated Points of Interconnection

The Parties shall designate Points of Interconnection (POIs) on each other's networks. ACSI shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by ACSI. ACSI may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI. BellSouth may designate a POI at one or more of ACSI's local switching centers within each LATA in which ACSI is providing local service. If no ACSI local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. ACSI will not unreasonably refuse to interconnect at a POI designated by BellSouth.

B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.

B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ACSI desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, ACSI may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point where available. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.

B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in ACSI/BellSouth local interconnection and ACSI access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.

B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. ACSI may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the ACSI network and the BellSouth access tandem. BellSouth may establish POIs on the ACSI network via an expanded interconnection arrangement at the ACSI local switching center or via leased transport between an ACSI expanded interconnect arrangement and an ACSI local switching center.

B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.

B.7 BellSouth may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree that no interexchange access services traffic will be exchanged as local traffic hereunder.

B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.

B.9 There will no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's existing traffic exchange arrangements upon execution of this agreement.

B.10 BellSouth will absorb any applicable nonrecurring charges incurred by ACSI as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

C. Facilities for Local Interconnection

C.1 The Parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of BellSouth's access service tariffs.

C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:

a. a meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI meet junction point (*i.e.*, virtual collocation);

b. a collocation facility which it maintains at the other Party's POI wire center (*i.e.*, physical collocation);

c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or

d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable certified vendor for the installation of physical collocation equipment can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other party.

C.3 Existing ACSI special access collocation arrangements with BellSouth shall be available for use by ACSI in the provision of switched services hereunder at no additional charge to ACSI.

C.4 ACSI may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree

that no termination penalties or liabilities will apply to the termination of existing virtual collocation arrangements. A certified vendor for the installation of physical collocation equipment can be employed by the Party making the change to implement such a replacement, in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

D. Trunking and Signaling

D.1 a. The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks; provided that separate trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage (PLU) factor to the party receiving the traffic on a quarterly basis.

b. If direct end office trunking with combined trunks is used, the Parties will work cooperatively to develop a procedure for accurately determining the amount of interLATA access traffic for proper application of switched access charges.

D.2 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two-way for testing purposes only.

D.3 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (*e.g.*, DS-3) levels. Initial trunking will be established between the ACSI local switching centers and the BellSouth access tandems. The Parties will utilize direct end office trunking under the following conditions:

a. BellSouth tandem exhaust - If a BellSouth access tandem to which ACSI is 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 ACSI and BellSouth subscribers.

b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an ACSI local switching center and a BellSouth and office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the ACSI switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.

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

D.4 The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, at no charge, in conjunction with all POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, *etc.* All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided whetever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate trunk group between ACSI's switch and one specified BellSouth switch.

D.5 ACSI shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.

D.6 ACSI may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which ACSI may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall ACSI be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C,

or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.

D.7 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.

D.8 Service arrangements hereunder shall be engineered to an objective, consistent P.01 or better grade of service at the peak busy hour.

D.9 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

D.10 BellSouth shall deliver intraLATA traffic originating from its subscribers and terminating to ACSI's subscribers via a trunk group using facilities leased from ACSI on mutually agreeable terms.

D.11 BellSouth will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.

D.12 BellSouth shall provide and implement all mandatory industry standard SS7 parameters as well as procedures that are defined in the applicable Bellcore standards, even if today's services do not specifically require these features. These functions shall include:

a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant Bellcore specifications.

b. All functions of the OMAP, including MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

D.13 BellSouth shall provide a signaling link which consists of a 56 kbps transmission path or other rates as defined by ANSI standards between ACSI designated Signaling Points of Interconnection (SPOIs), satisfying an appropriate requirement for physical diversity.

D.14 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.

D.15 Either Party shall have the option for Multi-Frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.

D.16 Other Signaling Requirements:

a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.

b. All mandatory SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.

c. The Parties must provide Signaling System 7 (SS7) to one another.

E. Network Management

E.1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.

E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

E.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (*e.g.*, call gapping) to alleviate or prevent network congestion.

E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.01 or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.

E.6 BellSouth will establish and adhere to industry standard intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network

and end users. Intervals should not exceed the Customer Designated Date (CDD).

E.7 Upon request, BellSouth will provide ACSI with access to the BellSouth maintenance and trouble report systems including the following systems and/or functionality:

- Trouble reporting/dispatch capability - access must be real time
- Repair status/confirmation; maintenance/trouble report systems
- Planned/unplanned outage reports (where available to any other telecommunications carrier)

E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.

E.9 BellSouth will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.

E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.

E.12 The quality of interconnection services should be no less than that provided by BellSouth for its own services.

E.13 Installation and restoration of interconnection circuits by BellSouth for ACSI will be given equal priority as is given by BellSouth to similar services performed by BellSouth for any other telecommunications carrier.

E.14 The time interval for installation of POIs by BellSouth will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.

E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.

E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

E.17 BellSouth will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, i.e., NPA/NXXs, rate centers, *etc.*

F. Local Number Assignment

ACSI will assign telephone numbers to its customers using at least one NXX per BellSouth tariffed local exchange metropolitan area; provided, that sufficient quantities of numbering resources are made available to ACSI.

G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross-connection, the Party operating the wire center shall charge the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party. No other charges shall apply for such cross-connection. ACSI reserves its right to petition for state commission arbitration of the pricing of such cross-connections.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section.

B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to ACSI on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties

during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per state on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

C. Transit Traffic

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than ACSI; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a $0.002 per minute charge. However, BellSouth agrees that ACSI may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, ACSI will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that ACSI is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

A. Applicability of OBF Guidelines

Meet-point billing (MPB) arrangements shall be established between the Parties to enable ACSI to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an ACSI-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified BellSouth switches.

B. Meet-Point Interconnection

B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by ACSI, between the correspondingly identified Rating Point/Switch pairs. BellSouth shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to BellSouth's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.

B.2 At ACSI's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by ACSI or an affiliate of ACSI at specified BellSouth switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.

B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable ACSI and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.

B.4 Common Channel Signaling (CCS) shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the BellSouth switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MF FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

B.5 ACSI may establish CCS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information (OLI) and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection (TNS) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

B.6 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (*e.g.*, performs the database query) shall be delivered by ACSI using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event ACSI becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.

B.7 All originating Toll Free Service calls for which ACSI performs the SSP function, if delivered to BellSouth, shall be delivered by ACSI using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by ACSI using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.

B.8 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

C. Tariffs

ACSI and BellSouth will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

D. Billing and Data Exchange

D.1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.

D.2 BellSouth may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. BellSouth will not include an element for the Residual Interconnection Charge (RIC) and ACSI will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.

D.3 Each party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-010, as amended.

D.4 BellSouth shall provide to ACSI the billing name, billing address, and CIC of the IXCs and copies of relevant IXC Access Service Requests (ASRs), in order to comply with the MPB notification process as outlined in the MECAB document, on an electronic medium basis using the EMR format.

D.5 BellSouth shall provide ACSI, on a daily basis, switched access detail usage data (EMR Category 1101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transitted BellSouth's tandems and terminated to ACSI's switching center(s).

D.6 ACSI shall provide BellSouth, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at ACSI's switching center(s).

D.7 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement. Exchange of test data will commence one week after AMA certification begins. These data shall be actual recorded usage records.

D.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

D.9 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.

D.10 Errors may be discovered by ACSI, the IXC or BellSouth. Both BellSouth and ACSI agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.

D.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

E. Toll Free IXC Traffic

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

F. MPB Billing Percentages

The MPB billing percentage for each ACSI Rating Point shall be calculated according to the following formulas:

In any service jointly provided by BellSouth and ACSI for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (*i.e.*, airline mileage) between the meet point and the two rating points as follows:

$$\text{ACSI percentage} = \frac{a}{(a+b)} \qquad \text{BellSouth percentage} = \frac{b}{(a+b)}$$

where "a" is the airline mileage between the relevant ACSI rating point (*e.g.*, serving switch) and the meet point and "b" is the airline mileage between the BellSouth rating point and the meet point.

G. Special Arrangements

G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, the intermediate carriers will have no rating point, and the relevant mileage measurement is between the two end points.

G.2 In the case of IXC traffic terminating to ACSI ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a state-by-state basis by using verifiable BellSouth/ACSI interstate and intrastate minutes of use reported on the applicable ARMIS report at the total IXC access rates applicable to BellSouth less the BellSouth/ACSI meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.

G.3 If either Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the

exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case.

VIII. TOLL TRAFFIC INTERCONNECTION

A. The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and the carrier common line rate elements of the switched access rate. The Parties agree that their terminating switched rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating interexchange toll traffic, each Party shall pay the other Party's tariffed switched network access service rate elements. Said rate elements shall be as set out in the Parties' respective access services tariffs as those tariffs are amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ACSI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ACSI as an interexchange carrier on a 10XXX basis, BellSouth will charge ACSI the appropriate tariff charges for originating network access services. If BellSouth is serving as the ACSI end user's presubscribed interexchange carrier or if the ACSI end user uses BellSouth as an interexchange carrier on a 10XXX basis, ACSI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

IX. NUMBER RESOURCE ARRANGEMENTS

A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan (NANP) number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee (INC) as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.

B. During any period under this Agreement in which it serves as the NANP administrator for its territory, BellSouth shall ensure that ACSI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers, and will assist ACSI in applying for NXX codes for its use in providing local exchange services. BellSouth shall provide numbering

resources pursuant to the Bellcore Guidelines Regarding Number Assignment. ACSI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.

C. If during the term of this Agreement BellSouth is no longer the NANP administrator, the Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

D. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.

E. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither party shall be obligated to adopt the specific end user dialing plan of the other.

F. Administration and assignment of numbers will be moved to a neutral third party in the future. In the interim, while BellSouth is still administering numbering, the following will apply:

1. BellSouth will assign NXXs to ACSI on a nondiscriminatory basis and on the same basis as to itself.

2. Testing and loading of ACSI's NXXs' should be the same as BellSouth's own.

3. BellSouth shall not discriminate in the allocation of the number and types of NXXs assigned to ACSI.

4. BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate centers are located.

5. BellSouth will supply ACSI with copies of its Local Calling Area Boundary Guide, including all updates thereto.

X. ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS OF WAY

A. BellSouth agrees to provide to ACSI, pursuant to 47 U.S.C. § 224, as amended by the Telecommunications Act nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by BellSouth. The Parties agree to negotiate in good faith to establish rates, terms and conditions applicable to

ACSI's access to poles, ducts, conduit and rights-of-way owned and controlled by BellSouth, and modify, if necessary, existing arrangements by October 1, 1996, in a manner consistent with the requirements of the Telecommunications Act.

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

A.1 BellSouth agrees to compensate ACSI, pursuant to ACSI's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to BellSouth.

A.2 ACSI will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ACSI will be in a standard EMR format for a fee, paid by BellSouth to ACSI, of $0.015 per record.

A.3 If ACSI provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ACSI. BellSouth agrees to provide ACSI the appropriate records for ACSI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by ACSI to BellSouth, of $0.015 per record.

A.4 If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ACSI for the origination of such traffic in accordance with the above.

A.5 If ACSI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable BellSouth Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.

A.6 Should ACSI require 800 access ten digit screening service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ACSI shall utilize SS7 Signaling links, ports and usage from BellSouth's interstate access services tariff. 800 access ten digit screening service is an originating service that is provided via 800 switched access service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit

number. The rates and charges for said services shall be as set forth in the applicable BellSouth access services tariff as said tariff is amended from time to time during the term of this Agreement.

B. 911/E-911

B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of Attachment C-9 hereto.

B.2 For Basic 911 service, BellSouth will provide to ACSI a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E-911 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 . ACSI will 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. ACSI will route that call to BellSouth at the appropriate tandem or end office . When a municipality converts to E-911 service, ACSI shall discontinue the Basic 911 procedures and begin the E-911 procedures, set forth in subsection B.4 below.

B.3 For E-911 service, ACSI shall install a minimum of two dedicated trunks originating form ACSI's serving wire center and terminating to the appropriate E-911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with 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. ACSI will provide BellSouth daily updates to the E-911 database.

B.4 If a municipality has converted to E-911 service, ACSI will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, ACSI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

B.5 BellSouth will provide ACSI with an electronic interface from which ACSI may input and update subscriber records in the E-911 database.

BellSouth shall also provide ACSI with an automated interface to access its Automatic Location Identification (ALI) database.

B.6 BellSouth and ACSI agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.

B.7 If ACSI requires transport to the BellSouth 911 tandem, ACSI may, at ACSI's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.

B.8 BellSouth and ACSI will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.

B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining ACSI's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from ACSI only if and to the extent BellSouth is unable to obtain such compensation from the municipality.

B.10 Nothing herein shall be construed to prevent ACSI from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

C. Provision of Operator Services

C.1 BellSouth will offer to ACSI Operator Call Processing Access Service BLV/BLVI Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.

C.2 BellSouth also will offer to ACSI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

D. Transfer of Service Announcements

When an end user customer changes from BellSouth to ACSI, or from ACSI to BellSouth, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

E. Coordinated Repair Calls

ACSI and BellSouth will employ the following procedures for handling misdirected repair calls:

E.1 ACSI and BellSouth will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party shall respond with accurate information in answering customer questions.

E.3 ACSI and BellSouth shall provide their respective repair contact numbers to one another on a reciprocal basis.

F. Busy Line Verification and Interrupt

F.1 Description

a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users.

b. ACSI will route BLV and BLVI traffic to the BellSouth access tandem.

F.2 Compensation

Each Party shall charge the other Party for BLV and BLVI at the effective rates contained in BellSouth's applicable Local Interconnection Services Tariff(s).

G. Directory Assistance (DA)

G.1 Description

At ACSI's request, BellSouth will:

a. Provide to ACSI, over TOPs trunks, unbranded (or ACSI-branded, where available) directory assistance service which is comparable in every way to the directory assistance service BellSouth makes available to interexchange carriers.

b. In conjunction with subparagraph (a) above, provide caller optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service BellSouth generally makes available to its end users, to the extent BellSouth generally offers such service to its end users.

c. BellSouth will provide ACSI operators on-line access to BellSouth's DA database.

G.2 Compensation

Initial rates, terms and conditions for DA Services shall be as provided in Attachment C-11 hereto.

H. Directory Listings and Directory Distribution

H.1 Subject to the execution of an agreement between BellSouth's affiliate, BellSouth Advertising and Publishing Co. (BAPCO), and ACSI in a form substantially similar to that attached as Attachment C-8, (1) ACSI's customers' primary listings shall be included in the appropriate white page (resident and business) listings or alphabetical directories, as well as the directory assistance database, (2) ACSI's business subscribers' listings will be included in all appropriate yellow pages or classified directories, and (3) copies of directories shall be delivered to ACSI's customers; all without charge.

H.2 BellSouth shall provide ACSI with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings

Land daily updates. ACSI shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include ACSI's customers in the directory assistance database associated with the areas in which ACSI provides exchange services within the same time frame as BellSouth includes its own customers in such databases.

H.3 BellSouth and its Affiliates will afford ACSI's directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to ACSI's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use ACSI's directory listings for the marketing of BellSouth's telecommunications services.

I. Access to Signaling and Signaling Databases

I.1 BellSouth will offer to ACSI use of its SS7 signaling network and signaling databases on an unbundled basis at the rates included in Attachment C-5 hereto. Signaling functionality will be available with both A-link and B-link connectivity.

I.2 BellSouth agrees to input NXX assigned to ACSI into the Local Exchange Routing Guide (LERG).

I.3 BellSouth will enter ACSI line information into its Line Information Database (LIDB) pursuant to the terms and conditions contained in Attachment C-6 hereto, incorporated herein by this reference. Entry of line information into LIDB will enable ACSI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

I.4 BellSouth will provide ACSI with access to LIDB for call and card validation purposes pursuant to an Agreement substantially in the form of Attachment C-7 hereto, as amended hereafter to include unbundled local loops.

I.5 If ACSI utilizes BellSouth's 800 database for query purposes only applicable BellSouth tariffed rates will apply.

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. The Parties agree to provide interim Service Provider Number Portability (SPNP) on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one

Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding (RCF) or Direct Inward Dialing (DID). SPNP shall operate as follows:

A.1 An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B within the same access where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate trunk groups, as if the call had originated on Party A's network.

A.2 Party B will become the customer of record for the original Party A telephone numbers subject to the SPNP arrangements. Party A will provide Party B a single consolidated master billing statement for all collect, calling card, and third-number billed calls associated with those numbers, with subaccount detail by retained number. Such billing statement shall be delivered via either electronic data transfer, daily magnetic tape, or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detail records associated with the calls on the master billing statement.

A.3 Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database (LIDB) listings for retained numbers, subject to RCF, and restrict or cancel calling cards associated with those forwarded numbers, as directed by Party B, subject to execution of an LIDB storage agreement in substantially the form attached hereto.

A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ACSI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-RCF service.

C. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no SPNP-RCF non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as stipulated in Attachment D hereto. The Parties agree that Article XXII of this Agreement shall apply to the rates, terms and conditions for SPNP-RCF arrangements.

D. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

E. The Parties hereby agree to negotiate in good faith to establish the recurring and non-recurring charges, if any, for SPNP-DID. For this purpose, BellSouth shall

provide ACSI with its relevant cost studies, subject to applicable non-disclosure obligations. The Parties agree that Article XXII of this Agreement shall apply to the rates, terms and conditions of SPNP-DID arrangements. Until such permanent charges are established, the Parties agree that the rates contained in Attachment E hereof (hereinafter the "Interim SPNP-DID Rates") will apply.

F. Each Party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users.

G. Each Party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party is responsible for designating the preferred standard type of announcement to be provided.

H. Each Party will be the other's Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers, if deemed necessary, for maintenance purposes.

I. The Parties will migrate from RCF or DID to Permanent Number Portability (PNP) as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.

J. Under either an SPNP or PNP arrangement, ACSI and BellSouth will implement a process to coordinate Telephone Numbers Portability (TNP) cut-overs with Unbundled loop conversions (as described in Section IV of this Agreement).

K. The quality of service of calls to ported numbers should be identical to the quality of service of the calls to non-ported numbers.

L. If the FCC or a state commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability in a manner or at rates different than that provided pursuant to this subsection, the Parties agree to revise this Agreement as necessary to fully comply with those requirements.

XIII. DISCONNECTION OF CUSTOMERS

A. BellSouth shall accept any requests from ACSI to disconnect the service of an existing BellSouth end user, except for BellSouth public and semipublic telephone service which service is subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from ACSI to BellSouth or will accept a request from another CLEC for conversion of the SPNP service associated with an end user's service charge from ACSI to the CLEC. BellSouth will notify ACSI that such a request has been processed. This Article shall be subject to Section 258(a) and (b) of the Telecommunications Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. ACSI and BellSouth shall each execute a blanket letter of authorization for each state substantially in the form attached as Attachment F hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however, that such processes shall comply with applicable state and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers (PIC) changes.

B. If either Party determines that an unauthorized change in local service provider has occurred, such Party shall reestablish service with the appropriate local service provider as requested by the end user and will assess the other Party an Unauthorized Change Charge of $19.41 per line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the other Party because of the unauthorized change. These charges shall be adjusted if such Party provides satisfactory proof of authorization.

C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an ACSI end user, BellSouth shall notify ACSI of the change within three (3) days thereof.

XIV. RESALE OF BELLSOUTH LOCAL EXCHANGE SERVICES

BellSouth hereby agrees that ACSI may at any time during the term of this Agreement elect to resell BellSouth's local exchange services under the terms and conditions of any local services resale agreement reached between BellSouth and any other telecommunications carrier. ACSI may select any such resale agreement at any time prior to the expiration of this Agreement.

XV. RESPONSIBILITIES OF THE PARTIES

A. BellSouth and ACSI agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement or related to the support of items included in this Agreement.

B. ACSI and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

C. ACSI and BellSouth agree to promptly exchange all necessary records for the proper billing of all traffic.

D. ACSI and BellSouth will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization, POI trunks, MPB arrangements, E-911, EISCC facility requirements, quantities of DNCF, loops and other services provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements for both BellSouth and ACSI. BellSouth and ACSI are required to provide each other the proper call information (*e.g.*, originated call party number and destination call party number) to enable each company to bill in a complete and timely manner.

E. The Parties will cooperate by exchanging technical information in order to identify and explore potential solutions to enable ACSI to establish unique rate centers, or to assign a single NXX code across multiple rate centers.

F. ACSI and BellSouth will work jointly and cooperatively in developing and implementing common manual and/or electronic interfaces (including, for example, data elements, data format, and data transmission) from which to place service orders and trouble reports involving the provision of loops, DNCF, directory assistance, directory listings, E-911, and other services included in this Agreement. To the extent reasonable, ACSI and BellSouth will utilize the standards established by industry fora, such as OBF.

G. BellSouth will support ACSI requests related to central office (NXX) code administration and assignments in an effective and timely manner. ACSI and BellSouth will comply with code administration requirements as prescribed by the FCC, the state commissions, and accepted industry guidelines.

H. BellSouth shall not impose a cross-connect fee on ACSI where ACSI accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BellSouth Wire Center.

I. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that both Parties hereto reserve the right to establish each of the following, consistent with generally accepted industry standards.

1. Rate centers (location and area within)

2. Points of interchange (including meet points)

3. Switching entity designation and supporting data (including inbound route choice)

   a. end office

   b. homing/homed to tandem

4. Association of routing point(s) with end offices, POIs, *etc.*

5. Published rate center and locality designations.

XVI. NETWORK DESIGN AND MANAGEMENT

A. The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees 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.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. For network expansion, the Parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be added as reasonably warranted.

E. ACSI and BellSouth will exchange appropriate information (*e.g.*, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve desired reliability. In addition, ACSI and BellSouth will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

XVII. TERM

A. The term of this Agreement shall be two years, beginning September 1, 1996.

B. The Parties agree that by no later than September 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning September 1, 1998.

C. If, within 90 days of commencing the negotiation referred to in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 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 July 1, 1998. The Parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the Parties continue beyond September 1, 1998 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 September 1, 1998. Until the revised local interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

XVIII. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The

implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. UNIVERSAL SERVICE

The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ACSI.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-today basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ACSI, any ACSI customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ACSI, any ACSI customer or any other person or entity resulting from the gross negligence or willful misconduct of

BellSouth and claims for damages by ACSI resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ACSI pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, ACSI's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of ACSI and claims for damages by BellSouth resulting from the failure of ACSI to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

C. Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's customers' premises resulting form the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.

D. Notwithstanding subsection A, the Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; (2) any claim, loss or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E-911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or (3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall

have no obligation to indemnify, defined and hold harmless the supplying Party hereunder.

E. Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A, each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.

F. No license under patents (other than the limited license to use in the course of using a service provided pursuant to this Agreement) is granted by one Party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A, the Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent 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. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

1. Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

G. Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article XXI, such Party (Indemnified Party) shall promptly give written notice to the other Party (the Indemnifying Party) of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

XXII. MOST FAVORABLE PROVISIONS

A. If as a result of any proceeding before any Court, Commission, or the FCC, any voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable federal or state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the BellSouth territory at rates or on terms and conditions more favorable to such carrier than the comparable provisions of this Agreement, then ACSI shall be entitled to add such network elements and services, or substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement, which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body, whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

C. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and/or temporary number portability agreement with another entity, BellSouth will permit ACSI an opportunity to inspect such tariff or agreement and, upon ACSI's request, BellSouth will immediately offer ACSI an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.

D. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, ACSI may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date ACSI makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

XXIII. DEFAULT

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

XXIV. NONDISCLOSURE

A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

2. is or becomes publicly known through no wrongful act of the receiving Party; or

3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

6. is approved for release by written authorization of the disclosing Party; or

7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. Effective Date. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement. The obligation to that information as confidential shall survive the termination of this Agreement.

XXV. ARBITRATION

A. Any controversy or claim arising out of, or relating to, this Contract or the breach thereof shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association, and judgment upon the award rendered may by entered in any court having jurisdiction of the controversy or claim. As an express condition precedent to any legal or equitable action or proceeding in the event of disputes or controversies as to the amount of loss or damage arising out of this Contract, such disputes or controversies shall first be submitted to the arbitration of two persons, one chosen by each Party, who shall jointly select a third person. Provided, however, that nothing contained herein shall preclude either Party from filing any complaint or other request for action or relief with the FCC or the appropriate state commission, including any appeals thereof. The Party which does not prevail shall pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party.

B. Nothing herein shall preclude ACSI from seeking state commission arbitration, pursuant to Section 252 of the Telecommunications Act, of issues upon which the

Parties hereto were unable to reach agreement during the negotiations hereof. The Parties acknowledge that they were unable to reach agreement on the rates applicable to unbundled local loops, associated cross connections, local loop multiplexing and switch ports, and that these issues will be submitted for resolution by the state commissions through arbitration. BellSouth hereby waives any right to contest ACSI's ability to seek state commission and/or FCC review of such unresolved issues.

XXVI. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with applicable federal law and the laws of the State in which the arrangements are implemented.

XXVIII. 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.

XXIX. NOTICES

Any notices required by or concerning this Agreement shall be sent via facsimile and overnight courier to the Parties at the addresses shown below:

Riley M. Murphy
Executive Vice President & General Counsel
American Communications Services, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, Maryland 20701

Richard Dender
Account Manager
BellSouth Telecommunications, Inc.
South E4E1
3535 Collonnade Parkway
Birmingham, Alabama 35243

Each Party shall inform the other of any changes in the above addresses.

XXX. 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.

XXXI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

AMERICAN COMMUNICATIONS SERVICES, INC. BELLSOUTH TELECOMMUNICATIONS, INC.

By: Riley M. Murphy/Executive Vice President
Name/Title

By: Jerry D. Hendrix / Manager
Name/Title

Date: July 25, 1996

Date: July 25, 1996

ATTACHMENT A

OPERATING SUBSIDIARIES OF
AMERICAN COMMUNICATIONS SERVICES, INC.

ACSI of Mobile, Inc.

ACSI of Montgomery, Inc.

ACSI of Birmingham, Inc.

ACSI of Charleston, Inc.

ACSI of Columbia, Inc.

ACSI of Columbus, Inc.

ACSI of Greenville, Inc.

ACSI of Spartanburg, Inc.

ACSI of Chattanooga, Inc.

ACSI of Louisville, Inc.

ACSI of Lexington, Inc.

ACSI of Jackson, Inc.

ACSI of Baton Rouge, Inc.

ATTACHMENT B

DEFINITIONS

1. **"Access Service Request"** or **"ASR"** means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

2. **"Advanced Intelligent Network"** or **"AIN"** means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.

3. **"Advanced Intelligent Network Features"** or **"AIN/IN Features"** refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a "service creation environment" which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customized virtual network.

4. **"Affiliate"** means 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) or more than 10 percent.

5. **"American National Standards Institute"** or **"ANSI"** is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States (U.S.). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.

6. **"Automated Report Management Information System"** or **"ARMIS"** means the most current ARMIS 4308 report issued by the FCC.

7. **"Automatic Number Identification"** or **"ANI"** is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either SS7/CCIS (preferred), or in band signalling (predecessor technology), the billing number of the calling party. This functionality is also known and referred to as "Calling Party Number" or "CPN." This term is not to be limited by "Called Party Identification" service, another product that is frequently required by call centers.

8. **"Bell Communications Research"** or **"BellCore"** means an organization owned jointly by the RBOC that conducts research and development projects for them.

9. **"Busy Line Verification/BLVI Traffic"** or **"BLV/BLVI Call"** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

10. **"Calling Party Number"** or **"CPN"** means a common channel signalling parameter which refers to the number transmitted through the network identifying the calling party.

11. **"Carrier Identification Code"** or **"CIC"** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

12. **"Central Office Switch," "Central Office"** or **"CO"** refers to either a means a Switching entity or the physical location (site) which houses a traditional central office switch and its peripherals within the public switched telecommunications network, including but not limited to:

a. **"End Office Switches"** which are Class 5 switches from which End User Telecommunications Services are directly connected and offered.

b. **"Tandem Office Switches"** which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

c. **"Remote Switching Module"** or **"RSM"** refers to a Central Office architecture element that permits the Central Office switch the ability to extend either line or trunk side interfaces, with all typical service features and functions to a cabinet which is physically remote from the home CO site, and where stand alone capability may or may not be implemented. RSMs are sometimes also referred to as "switches" in the BellSouth infrastructure inventory discussions and to that extent may be used as interchangeable terms.

d. **"Central Office Switches"** may be employed as combination End Office and Tandem Office Switches (combination Class 5/Class 4).

13. **"Central Office Equipment"** refers to the traditional Central Office Switch itself and all of the peripheral electronics (network elements) that supply network-based processing functions other than "transport." Network elements which provide "Transport" are generally referred to as "Outside Plant" equipment or electronics.

14. **"Centralized Message Distribution System"** or **"CMDS"** means the billing record and clearing house transport systems that incumbent LECs use to exchange out-collects, in-collects and Carrier Access Billing System ("CABS") records.

15. **"CLASS Features"** refers to features and functions (products) which become available on the "line side" of the Central Office through the use of common channel signalling system seven (CCIS/SS7.) CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection. See also: "Software-based network elements and services."

16. **"Commission"** means the appropriate regulatory agency in each of BellSouth's nine state regions, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

17. **"Common Channel (Interoffice) Signaling"** or **"CCIS"** means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections. This technology supersedes "in-band" signalling. The current industry standard for common carrier network signaling is called Signaling System 7.

18. **"Cross Connect"** refers to the equipment physical or logical "meet point" between network elements.

a. For example, within a wire center, it is a connection between line termination blocks on the two sides of a distribution frame or between individual line terminations on the same side of the frame. Cross connections are made to route traffic from one group of lines to another specific group of lines on the distribution frame, or to route traffic from one individual line to another specific line on the distribution frame.

b. A piece of manual, electromechanical or electronic apparatus designed to make and rearrange the cross connections among the lines that terminate on a distribution frame. Cross-connect devices are employed where rearrangement of transmission circuits occur infrequently.

19. **"Customer Local Area Signalling Services"** or **"CLASS"** means features available to end users based on availability of CCIS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

20. **"DID"** or **"Direct Inward Dialing"** is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

21. **"Directory Number Call Forwarding"** or **"DNCF"** is one form of Interim Number Portability (**"ISPNP"**) which is provided through call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

22. **"Digital Loop Carrier"** or **"DLC"** consists of electronic equipment which uses one or more digital facilities, usually DS-1s, to provide voice grade analog or ISDN telecommunication services. Service is multiplexed at a remote location, transmitted over connecting digital facilities and demultiplexed, usually at a switching location. It can be concentrating or non-concentrating. **"Integrated Digital Loop Carrier"** is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

23. **"Digital Service - Level 0"** or **"DS-0"** means a signal rate of 64 kilobits per second.

24. **"Digital Service - Level 1"** or **"DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

25. **"Digital Service - Level 3"** or **"DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

26. **"DSX"** or **"Digital and Access Cross-connect System ("DACS")** is a cross-connection product (including a mounting bay/panel) used for termination of equipment and facilities operating at digital rates.

27. **"Electronic Data Interchange," "Electronic File Transfer"** or **"EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.

28. **"Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

29. **"Exchange Message Record"** or **"EMR"** is a term used to refer to the current standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is currently contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which has traditionally defined Bell standards for exchange message records.

30. **"Exchange Service"** is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services. Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements.

31. **"Feature Group A"** or **"FGA"** means FGA interexchange access as defined in BellSouth's FCC Tariff No. 1.

32. **"Feature Group B"** or **"FGB"** means FGB interexchange access as defined in BellSouth's FCC Tariff No. 1.

33. **"Feature Group D"** or **"FGD"** means FGD interexchange access as defined in BellSouth's FCC Tariff No. 1.

34. **"Interconnection"** means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperation among separate pieces of equipment, transmission facilities, *etc.*, within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.

35. **"Interconnection Point," "Point of Interconnection"** or **"POI"** includes all points where ACSI is entitled to interconnect with BellSouth under the terms of this Agreement, including, without limitation, points on the line side and trunk side of each Network Element.

36. **"Interexchange Carrier"** or **"IXC"** traditionally means a provider of stand-alone interexchange telecommunications services. Under the new Act, the term IXC may be interpreted to embrace any competitive intermediary telecommunications carrier providing switched (and/or private line) services between switching entities operated by local exchange service providers (BOC-LEC, Independent-LEC, Competitive-LEC, Wireless-LEC). IXC connectivity is typically an access services arrangement. The use of this term does not preclude the provider from also offering bundled telecommunications services.

37. **"Integrated Services Digital Network"** or **"ISDN"** refers to a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice, data, video or multimedia services. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 16 Kbps data channel (23B + D). Unless identified and priced as "fractional" both BRI and PRI ISDN circuits are assumed to be fully available.

38. **"Interim Number Portability"** or **"INP"** refers to the temporary means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of Telephone Number Portability ("TNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. The interim nature of these arrangements result from the fact that their performance and cost cannot meet or sustain end-user customer or co-carrier expectations. Standards for permanent number portability will be set by regulatory stricture, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

39. **"InterLATA Service"** means telecommunications between a point located in one LATA and a point located outside such area.

40. **"Intermediary function"** means the delivery of local traffic from a local exchange carrier other than BellSouth: an ALEC other than ACSI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ACSI to an end user of BellSouth or ACSI.

41. **"IntraLATA Service"** means telecommunications between a point located in one LATA and a point located in the same LATA.

42. **"International Telecommunications Union"** or **"ITU"** is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection (OSI) standards are established by the ITU. Telecommunications Management Network (TMN) standards are a subset of the OSI model. The American National Standards Institute (ANSI) is appointed by the State Department as a U.S. representative to the ITU's ISO.

43. **"Line Side"** refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line connected to an ordinary telephone station set.

44. **"Link"** or **"Loop"** are synonyms for a communications channel or circuit on the line side or the trunk side of the common carrier switching element. This term has been used as a marketing term to refer to an element of "Exchange Service" whereby BellSouth provides transport between the Minimum Point of Entry (MPOE) at an end user premise and the BellSouth wire center from which the transport is extended. The communications channel, circuit or group of channels or circuits which are segmented from a transmission medium that extends from BellSouth's Central office or wire center's Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment, to a demarcation point or connector block in/at a customer's premises. "Links" are communications channels or circuits, which may be provided as 2-wire or 4-wire copper pairs, as radio frequencies or as a channel on a high-capacity feeder/distribution facility so long as all industry standard interface, performance, price, privacy, reliability and other operational characteristics are functionally transparent and are equal to or better than that of dedicated copper pairs. Examples of communications channels or circuits that are "links" or "loops" include, but are not limited to:

45. **"Basic Voice Grade Line/Link/Circuit"** is a basic voice grade line which is a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (3 Khz analog or 56 Kbps digital (POTS grade, capable of transmitting voice or analog data transmissions up to 28.8 BPS with current generation modems). In addition, Basic Links must meet all RELRA and USF requirements for "basic telephone service" imposed by State and Federal regulatory authorities. Digital signaling, transmission performance and reliability characteristics for basic "link" circuits are a matter of industry standard, having an expected measured loss or gain of approximately +/-6dB, and a signal to noise ratio that does not exceed (fill-in) and capable of supporting fully functional connections for up to 2 miles from the nearest electronic network element. Within the 300 to 3000 Hz range, "Basic Links" will support all

standard signalling arrangements including repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

a. **"ISDN link/loop/circuit"** is an ISDN link which provides a 2-wire ISDN digital circuit connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel (2B+D), suitable for provision of BRI-ISDN service. ISDN links shall be provisioned by least cost planning methodologies sufficient to insure industry standard interface, performance, price, reliability and operational characteristics are functionally transparent and are equal to or better than dedicated copper pairs. All things being equal, "Broadband ISDN" is preferred to CO-based ISDN circuits. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

b. **"4-Wire DS-1 Digital Grade Links"** will support full duplex transmission of isochronous serial data at 1.544 Mbps, and provide the equivalent of 24 voice grade channels. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

46. **"Local Exchange Carrier"** or **"LEC"** means any carrier that provides local common carrier telecommunications services to business and/or residential subscribers within a given LATA and interconnects to other carriers for the provision of alternative telecommunications products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or "I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as BellSouth). Such Incumbent-LECs include both Bell Operating Companies ("BOCs") and non-BOC LECs, which are often referred to as "Independent-LECs." By contrast, new entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs," or sometimes as "Alternative LECs" or "ALECs."

47. **"Local Exchange Routing Guide"** or **"LERG"** means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

48. **"Local Traffic"** means telephone calls that originate in one exchange and terminate 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.**

49. **"Local Interconnection"** means (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.

50. **"Local Interconnection Trunks/Trunk Groups"** means equipment and facilities that provide for the termination of Local Traffic and intraLATA traffic.

51. **"Local Access and Transport Area"** or **"LATA"** means one of 161 contiguous geographic areas established pursuant to the AT&T Content Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

52. **"Long Run Incremental Cost"** or **"LRIC"** refers to the costs a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consist of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

53. **"MECAB"** refers to the Multiple Exchange Carrier Access Billing (MECAB) 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). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECS (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

54. **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services—Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices 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). The MECOD document, published by Bellcore as Special Report, SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

55. **"Meet-Point Billing"** or **"MPB"** refers to a mutual compensation arrangement whereby two LECs provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by law, regulatory requirements, this agreement or, where permissible, effective access tariffs. MPB concepts are also incorporated in some LEC-toll (intraLATA) mutual compensation arrangements.

56. **"Multiple Bill/Multiple Tariff method"** means the meet-point billing method where each LEC (or C-LEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided switched Access Service which the LEC (or C-LEC) provides. Bellcore's MECAB document refers to this method as "Multiple Bill/Single Tariff."

57. **"Mutual Traffic Exchange"** means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

58. **"North American Numbering Plan"** or **"NANP"** is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

59. **"Network Element"** means any facility or equipment used by BellSouth in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment, including numbering systems, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

60. **"Network Management Forum"** is a consortium of 160 U.S. and international carriers and global alliances, including SITA, Unisource and others. Their objective is to determine specific interoperability needs, so that manufacturers of network management equipment will have the detailed technical specification needed to develop interoperable standards. For the purposes of this Agreement, both Parties agree to accept the NMF standards and solutions for OAM&P interconnections.

61. **"Numbering Plan Area"** or **"NPA"** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present, there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAS." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAS.

62. **"NXX," "NXX Code," "Central Office Code"** or **"CO Code"** is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

63. **"OAM&P"** or **"Operations, Administration, Maintenance and Provisioning Functions"** are those automated and manual functions which insure quality of service and least cost planning, management and operations for telecommunications service providers. These functions, have traditionally been addressed through the user of operations support, decision support and administrative support systems, and are now generally in the process of being integrated under client-server and mainframe network management platforms such as HP's OpenView, IBM's NetView and SUN's various network management product sets.

64. **"OZZ Codes"** define FGD call paths through a LEC's access Tandem Office Switch.

65. **"Percent of Interstate Usage"** or **"PIU"** means 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 "nonintermediary" 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 "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

66. **"Percent Local Usage"** or **"PLU"** means a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" 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.

67. **"Permanent Number Portability"** means the use of a database solution to provide fully transparent TNP for all customers and all providers without limitation.

68. **"Port"** and **"Slot"** are terms used to describe physical interfaces and traffic carriage capacity of some network elements. One "port" is needed for each connection capable of carrying one message into or out of the network element to other network elements. One "slot" is needed within each network element for each message to be handled simultaneously with other messages. Port categories include, but are not limited to:

a. **"2-wire analog line port"** is a line side switch connection employed to provide basic residential and business type analog telephone services.

b. **"2-wire ISDN digital line port"** is a set of Basic Rate Interface (BRI) line side switch connections which actually consists of multiple paths or interfaces to the switching network (2B+D). It is employed to provide residential and business type digital telephone services. The port connections may or may not be the same Central Office switch (network element) that provides analog services. When ISDN is provisioned as "broadband" ISDN through current generation digital switches the cost causation is totally different than when the digital service is provisioned as a set of CO port attachments.

c. **"2-wire analog DID trunk port"** is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk-side services. Each port provisioned permits one simultaneous connection to the customer premises equipment.

d. **"4-wire DS-1 digital DID trunk port"** is a direct inward dialing (DID) trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk type DID trunk ports.

e. **"4-wire DS-1 digital CBWT trunk port"** is a trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk ports which may be programmed as DID, CBWT, TIE, or dedicated private trunk circuits.

f. **"4-wire ISDN digital DS-1 trunk port"** is a Primary Rate Interface (PRI) trunk side switch connection which is time division multiplexed to provide the equivalent of 23 digital one or two-way trunk ports and one signalling trunk port (23 B+D), where the B channels can be programmed as digital DID, CBWT, TIE, Private Line or Special Access trunk circuits. The port connections may or may not be the same Central Office switch (network element) that provides analog services.

69. **"Rate Center"** currently refers to a specific geographic point, designated by latitude and longitude, a corresponding V and H coordinate pair, and an associated geographic area which has heretofore been defined by the incumbent LEC industry to be associated with switched message telecommunications services (MTS). Rate centers, sometimes also known as exchange areas, often determine the regions within which particular classes, features, and pricing for exchange services are uniformly administered. Each NPA-NXX code combination is associated with a single rate center, although any one such code may only service a fraction of the rate center area when the rate center areas circumscribes multiple serving wire centers. Where retail MTS services contain a distance sensitive rate element, the valuation of that element utilizes the calculated distance between the V and H coordinate pairs of the originating and terminating rate centers.

70. **"Rating Point"** means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

71. **"Routing Point"** traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. At present, Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of Interconnection." According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

72. **"Service Control Point"** or **"SCP"** is network element of the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real-time processor with a database system that, based on a query from a Service Switching Point ("SSP"), performs software-based common carrier, subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

73. **"Signal Transfer Point"** or **"STP"** is a network element (presently a packet switch) that routes signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs) and other network elements in order to set up calls and to query databases for digital telecommunications services using CCIS/SS7 and software-based common carrier telecommunications services.

74. **"Switched Access Detail Usage Data"** shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

75. **"Switched Access Summary Usage Data"** shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

76. **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from telecommunications services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

77. **"Synchronous Optical Network"** or **"SONET"** is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for large-scale, fiber-based digital transmission networks that use equipment form many different manufacturers. It is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

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

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

80. **"Telecommunications Carrier"** means any provider of telecommunications services.

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

82. **"Telephone Number Portability"** or **"TNP"** is the means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of telephone number capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. Permanent number portability standards will be set by regulatory action, and both Parties agree to implementation of permanent number portability at the earliest possible point in time. The performance and cost of permanent number portability meets end-user customer or co-carrier expectations on a sustainable basis. (See also Interim Number Portability and Permanent Number Portability.)

83. **"Total Service Long Run Incremental Cost"** or **"TSLRIC"** is the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service, group of services, or basic network functions, given that the telecommunications services provider already provides all its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

84. **"Toll Free Service"** means service provided with any dialing sequence that invokes toll-free (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

85. **"Transit Calls"** or **"Intermediary Function"** means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

86. **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching elements, and cannot be used for the direct connection of ordinary telephone station sets. Incoming telecommunications services from the trunk to the line-side and for trunk-side-to-trunk side connections within any switching element should experience no less than a P.001 blocking probability in the average peak busy hour of the year, and should meet or exceed this level at all other times. This is a means to ensure that end-to-end blocking, which is cumulative, does not exceed a consistent P.02 for all call types in a multi-carrier network.

87. **"Wire Center"** denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree

that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably by withheld by either Party on any grounds.

88. **"Undefined Terms."** The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

ATTACHMENT C-1

Unbundled Products and Services and New Services

Service:	Virtual Collocation
Description:	Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.
State(s):	All
Rates, Terms and Conditions:	In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service:	Physical Collocation
Description:	Per FCC—(10/19/92 FCC Order, para 39) Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."
State(s):	All
Rates, Terms and Conditions:	In all states, the rates and availability will be as provided in the "rates for Physical Interconnection" tables which follow.

RATES FOR PHYSICAL INTERCONNECTION

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (same as virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than $1800 - not to exceed $8500 unless HVAC or power plant update. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	$29.744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (same as virtual)
Floor Space	Per square foot, for Zone A and Zone B offices, respectively	Monthly Recurring	$7.50/$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect, respectively	Monthly Recurring	$1.20/$5.00 See Note 4
Cross-Connects	Per DS1/DS3, respectively	Monthly Recurring	$8.00/$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O), and Premium time (P)	As Required	$41.00/25.00 B $48.00/$30.00 O $55.00/$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay $330.00 per square foot for the first 100 square feet and $242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.

Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.

BellSouth Zone A Offices - as of May 1996

EX = Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teeca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westconnett	JCVLFLWC	
		Mandarin Avenues	MNDRFLAV	EX
		Mandarin Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMRFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	
GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	

		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alphareta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTown	LSVLKYJT	
		Matthews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemay	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	
		Denta	CHRLNCDE	
		Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
		Reid	CHRLNCRE	EX

		University	CHRLNCUN	EX
	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
	Salisbury	Main	SLBRNCMA	
	Winston Salem	Fifth Street	WNSLNCFI	
	Asheville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT	
	Columbia	Senate St	CLMASCSN	EX
		St. Andrews	CLMASCSA	
	Greenville	D&T	GNVLSCDT	
		Woodruff Road	GNVLSCWR	EX
	Spartenburg	Main	SPBGSCMA	
TN	Knoxville	Main	KNVLTNMA	
	Memphis	Bartlett	MMPHTNBA	
		Chickasaw	MMPHTNCT	
		Eastland	MMPHTNEL	
		Germantown	MMPHTNGT	
		Main	MMPHTNMA	EX
		Oakville	MMPHTNOA	
		Southland	MMPHTNSL	
	Nashville	Main & Toll	NSVLTNMT	
		Airport	NSVLTNAP	
		Brentwood	NSVLTNBW	
		Crieve Hall	NSVLTNCH	
		Donelson	NSVLTNDO	
		Inglewood	NSVLTNIN	
		Sharondale	NSVLTNST	
		University	NSVLTNUN	

ATTACHMENT C-2

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a distance sensitive basis. It is engineered to meet the same parameters as a residence or business exchange access line.

BellSouth shall allow ACSI to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-2000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI IDSN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away form the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are

available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

Rate(s): **The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.**

State(s): Alabama, Florida, Georgia

Rate Elements	Alabama Monthly	Alabama Nonrecurring Charges First	Alabama Nonrecurring Charges Add'l	Florida Monthly	Florida Nonrecurring Charges First	Florida Nonrecurring Charges Add'l	Georgia Monthly	Georgia Nonrecurring Charges First	Georgia Nonrecurring Charges Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SXX.X	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

ATTACHMENT C-2 (cont'd)

State(s): - Kentucky | Louisiana | Mississippi

Rate Elements	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

State(s): N. Carolina | S. Carolina | Tennessee

Rate Elements	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

ATTACHMENT C-3

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ACSI's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DSI level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E/ of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff for non-collocated ACSIs.

Rates: **The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.**

State(s): Alabama | Florida | Georgia

Rate Elements	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX

State(s): Kentucky | Louisiana | Mississippi

Rate Elements	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX

State(s): N. Carolina | S. Carolina | Tennessee

Rate Elements	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX	SX.XX

ATTACHMENT C-4

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, *etc.* It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

Rates: **The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.**

Alabama			Florida		Georgia	
Rate Elements	**Rates**	**Per**	**Rate Elements**	**Rate**	**Rate Elements**	**Rate**
Monthly			Monthly		Monthly	
Residence Port	SX.XX		Residence Port	SX.XX	Residence Port	SX.XX
Business Port	SX.XX		Business Port	SX.XX	Business Port	SX.XX
PBX Trunk Port	SX.XX		PBX Trunk Port	SX.XX	PBX Trunk Port	SX.XX
Rotary Service	SX.XX		Rotary Service	SX.XX	Rotary Service	SX.XX
Primary Rate ISDN NAS	SX.XX					
Usage-Mileage Bands						
A (0 miles)	SX.XX	init.mun.	Usage-(STS)		Usage-(STS)	
	SX.XX	init.min.	- init.min.	SX.XX	- setup per call	SX.XX
B (1-10 miles)	SX.XX	init.mun.	- add'l min.	SX.XX	- per minute or	
	SX.XX	init.min.			fraction thereof	SX.XX
C (11-16 miles)	SX.XX	init.mun.				
	SX.XX	init.mun.				
D (17-22 miles and existing LCA						
described in A3.6 greater than 22 mi.)	SX.XX	init.min.				
	SX.XX	init.mun.				
E (23-30 miles)	SX.XX	init.min.				
	SX.XX	init.min.				
F (31-40 miles)	SX.XX	init.min.				
	SX.XX	init.mun.				
G (Special Band)	SX.XX	init.min.				
	SX.XX	init.min.				

Kentucky

Rate Elements	Rates	Per
Monthly		
Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (Greater than 10 miles Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
D (1-10 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
E (11-16 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
F (17-22 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
G (23-30 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
H (31-40 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
I (Greater than 40 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.

Louisiana

Rate Elements	Rate	Per
Monthly		
Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
0 (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
A (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (11-16 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (17-22 miles)	SX.XX	init.min.
	SX.XX	addl.min.
D (23-30 miles Basic LCA and Intra Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
F (23-30 miles Inter-Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
G (31-40 miles Inter-Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
H (Greater than 40 miles Inter-Parish)	SX.XX	init.min.
	SX.XX	addl.min.

Mississippi

Rate Elements	Rates	Per
Monthly		
Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (11-18 miles, existing LCA described in A3.6 greater than 16 miles and calls to county seat greater than 16 miles)	SX.XX	init.min.
	SX.XX	addl.min.
D (17-30 miles)	SX.XX	init.min.
	SX.XX	addl.min.
E (31-55 miles Biloxi LATA)	SX.XX	init.min.
	SX.XX	addl.min.
F (31-55 miles Jackson LATA)	SX.XX	init.min.
	SX.XX	addl.min.
G (56-85 miles Biloxi LATA)	SX.XX	init.min.
	SX.XX	addl.min.

N.Carolina

Rate Elements	Rate
Monthly	
Residence Port	SX.XX
Business Port	SX.XX
PBX Trunk Port	SX.XX
Rotary Service	SX.XX
Usage-(STS)	
- init.min.	SX.XX
- add'l min.	SX.XX

S.Carolina

Rate Elements	Rate
Monthly	
Residence Port	SX.XX
Business Port	SX.XX
PBX Trunk Port	SX.XX
Rotary Service	SX.XX
Usage-(STS)	
- Basic Svc. area	SX.XX
- Expanded Svc. area	SX.XX

Tennessee

Rate Elements	Rates	Per
Monthly		
Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0-16 miles)	SX.XX	
B (17-30 miles)	SX.XX	mou
C (>30 miles)	SX.XX	mou

Special Service Requirements:

1. Switching functionalities in the port element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.

2. ACSI's purchase of the port element for a specific switch avails to it all the features and functionality on that switch.

3. ACSI can interconnect loops from any source to the line port(s) that it purchases on the same terms/conditions/intervals as loops provided by BellSouth.

4. ACSI can use the port element to provide any local exchange service, including switched access services.

5. Optional functionality to support CLASS/Customer Calling features will be included with the port element. No additional charges will apply.

6. Functionality to craft Centrex offerings (call transfer, special dialing, *etc.*) will be available as part of the port element.

ATTACHMENT C-5

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate(s):

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection	$155.00	—		56 Kpbs facility
CCS7 Signaling Termination	$355.00	—	$510.00	STP Port
CCS7 Signaling Usage*	—	$0.000023	—	Call Set Up Msg.
	—	$0.000050	—	T-Cap Msg.
CCS7 Signaling Usage Surrogate*	$395.00	—	—	56 Kpbs facility
			—	

*Where signaling usage measurement capability exists, CCS7 Signaling Usage will be billed on a per signaling message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kpbs facility basis.

ATTACHMENT C-6

Unbundled Products and Services and New Services

Service:	Line Information Database (LIDB)-Storage Agreement
Description:	The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user or for ACSI NXX's stored in BellSouth's LIDB. BellSouth will store in its database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control. Each time an ACSI's data is used BellSouth will compensate ACSI at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-13 following.
State(s):	All
Rate(s):	No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES,
AND SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with Local Exchange Company's provision (or resale) of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

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

2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP management.

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

2.04. Calling Card number - a billing number plus PIN number assigned by BST.

2.05. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

2.06. 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 the Local Exchange Company.

2.07. Billed Number Screening - refers to the activity of determining whether a toll billing

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

2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company 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.

3.02. Under normal operating conditions, BST 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 BST 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 BST's reasonable control. BST 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, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

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

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

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24 hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by

Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

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

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

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

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

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

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of _____, 1996, 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.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. 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, lawsuits, 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.

VIII. 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 formed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. 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.

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

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and understandings with respect to the subject matter hereof.

9.05. 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.

9.06. 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, 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.

9.07. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Title: Manager

Date: July 25, 1996

Address: 29L65 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

AMERICAN COMMUNICATIONS SERVICES, INC.

By: _____

Title: Executive Vice President

Date: July 25, 1996

Address: 131 National Business Pkwy., Suite 100
Annapolis Junction, MD 20701

ATTACHMENT C-7

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	$0.00030	--
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.	$0.03800	--
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	--	$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

ATTACHMENT C-8

Unbundled Products and Services and New Services

Service:	Subscriber Listing Information
Description:	Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ACSI end user customer.
States(s):	All
Rate(s):	(1) No charge for ACSI customer primary listings. (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.
Special Requirements:	ACSI agrees to execute a directory listing agreement with BAPCO in a form consistent in all material respects with the sample listing agreement attached hereto.

ATTACHMENT C-9

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ACSI must provide a minimum of two dedicated trunk groups originating from ACSI's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ACSI's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunications Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rate(s): Will be billed to appropriate municipality.

Special Service Requirements:

1. BellSouth shall provide interconnection to a 911 selective routing switch to route calls from ACSI network to correct the Public Safety Answering Point (PSAP).

2. BellSouth shall identify any special default arrangements and routing arrangements to complete overflow.

3. BellSouth shall specify any requirements for emergency backup numbers in case of massive trunk failures.

4. BellSouth shall provide priority restoral of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).

5. The Parties agree to develop a mutual aid agreement to assist with disaster recovery.

6. BellSouth shall implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than its own data.

7. BellSouth shall provide reasonable advance notification of any pending tandem moves, and scheduled maintenance outages which could affect the provision of 911 service.

8. BellSouth shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to ACSI is not adversely affected.

ATTACHMENT C-10

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides dialing instructions, and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	$0.06	Per Call Attempt
	Florida	$0.06	Per Call Attempt
	Georgia	$0.06	Per Call Attempt
	Kentucky	$0.06	Per Call Attempt
	Louisiana	$0.06	Per Call Attempt
	Mississippi	$0.06	Per Call Attempt
	S. Carolina	$0.08	Per Call Attempt
	Tennessee	$0.12	Per Call Attempt
Fully Automated Call Handling	All	$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

ATTACHMENT C-11

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate BellSouth and ACSI customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell companies of each others directory assistance and use.

State(s): All.

Rate(s):

Rate Elements	Descriptions	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.	All	$0.25 per call attempt
Call Completion Access Termination Charge	This charge will be applicable per completed call and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi S. Carolina Tennessee	$0.06 $0.06 $0.06 $0.06 $0.06 $0.06 $0.08 $0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. This charge will be applied per intercept query.	All	$0.30
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff F.C.C. No. 1.		

Special Service Requirements:

1. DA Service hereunder provides the ability to make ACSI's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling ACSI's DA.

2. BellSouth shall store proprietary customer information provided by ACSI in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.

3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.

4. ACSI may resell BellSouth DA either as part of a bundled ACSI service or independently.

5. ACSI shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:

   - Unbundled Directory Platform (includes operators, switch and LAN)
   - Unbundled Directory Assistance Database Access Service ("DADAS")
   - Unbundled Directory Assistance Database Service ("DADS")

   DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.

6. There will be no charge for BellSouth storage of ACSI customer information in the Directory Assistance Database.

7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.

8. BellSouth will provide ACSI with an interface into BellSouth's database for updating and inquiries.

9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.

10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

Special Service Requirements (cont'd):

11. Dialing parity will be provided, including no unreasonable dialing delays.

12. BellSouth will incorporate ACSI customer data in its DA database via the ordering process specified in its Facilities-Based Ordering Guide ("FBOG").

13. BellSouth's DA database shall be updated and maintained with ACSI data for customers who:

- Disconnect
- Change carrier
- Install
- "Change" orders
- Are Non-Published
- Are Non-Listed
- Are Non-Published/Non-Listed

14. Each carrier shall bill its own end-users.

15. BellSouth invoices to ACSI for DA Services shall be in a CABS format.

16. The Parties agree to develop reasonable intercompany procedures to correct errors which are identified in the DA database.

ATTACHMENT C-12

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS - Hosting is the Bellcore administered national system used to exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System (NSPRS) described in the attached agreement and Attachment C-13 hereto. BellSouth agrees to provide CMDS/RAO hosting and NSPRS services for ACSI, subject to the terms of this Attachment and Attachment C-14, and subject to execution of a services agreement substantially in the form attached hereto.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	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. This charge is applied on a per message basis.	$0.004
Data Transmission	This charge is applied on a per message basis.	$0.001

CONTRACT PROVISIONS FOR RAO HOSTING AND NSPRS

SECTION 1. SCOPE OF AGREEMENT

1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to ACSI. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

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

B. Compensation is the amount of money due from BellSouth to ACSI or from ACSI to BellSouth for services and/or facilities provided under this Agreement.

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

D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service are such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.

E. 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.

F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate 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.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.01 RAO Hosting and NSPRS services provided to ACSI 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.

3.02 ACSI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.01 Applicable compensation amounts will be billed by BellSouth to ACSI 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.

SECTION 5. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days' prior notice in writing from either Party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1996.

WITNESS:

ACSI

WITNESS:

Riley M. Murphy (title)
Executive Vice President
BELLSOUTH TELECOMMUNICATIONS, INC.

(title)

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to ACSI. As described herein, message distribution service includes the following:

1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.

2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.

3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to ACSI.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from ACSI to BellSouth at least six (6) 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 BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ACSI and will coordinate all associated conversion activities.

2.02 BellSouth will receive messages from ACSI that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.

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

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

2.05 All data received from ACSI 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 BellCore).

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

2.07 Transmission of message data between BellSouth and ACSI will be via electronic data transmission.

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

2.09 ACSI 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.

2.10 Should it become necessary for ACSI to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC 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 ACSI to notify all affected parties.

2.11 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 ACSI) identified and agreed to, the company responsible for creating the data (BellSouth or ACSI) 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.

2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from ACSI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ACSI of the error condition. ACSI 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, ACSI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.13 In association with message distribution service, BellSouth will provide ACSI with associated intercompany settlements reports (national and regional) as appropriate.

2.14 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.

SECTION 3. COMPENSATION

3.01 For message distribution service provided by BellSouth for ACSI, BellSouth shall receive the following as compensation:

Rate Per Message $0.004

3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message $0.001

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

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

SECTION 1. SCOPE OF EXHIBIT

1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and ACSI will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 BellSouth will remit to ACSI the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by ACSI and billed to:

1) a BellSouth customer,

2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages);

3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,

4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

2.02 These other services include, but are not limited to:

1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.

2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.

3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service [changes] as approved by the authorized state regulatory commission (or municipal regulatory authority).

4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).

5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 ACSI will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

1) BellSouth.

2) another company with the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).

3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving ACSI and other non-BellSouth LECs/ALECs within the state, BellSouth will provide ACSI with monthly reports summarizing the ICS revenues for messages that originated with ACSI and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by ACSI.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

		Rate Per Message
1)	Calls originated and billed in Florida or originated and billed in North Carolina	$0.066
2)	Calls originated in any of the states within BellSouth region and billed in that same state	$0.05
3)	Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	$0.05
4)	Calls originated in a state within BellSouth's region and billed outside the conterminous United States	$0.16

ATTACHMENT C-13

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: (1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the Bellsouth region; (2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; (3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements. Subject to the terms hereof and execution of a services agreement substantially in the form attached to Attachment C-12, BellSouth agrees to provide NSPRS services for ACSI.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS — intrastate FL and NC	$0.066	message
NSPRS — intrastate all other BellSouth states	$0.05	message
NSPRS — CATS	$0.05	message
NSPRS — non-conterminous	$0.16	message

ATTACHMENT D

SERVICE PROVIDER NUMBER PORTABILITY-REMOTE (RCF)

INTERIM COSTS

	Monthly Rate	Nonrecurring Charge
Per Number Ported		
- Resident/6 paths	$1.15	--
- Business/10 paths	$2.25	--
Each Additional Path	$0.50	--
Per Order, per end user location	--	None

ATTACHMENT E

Service: Service Provider Number Portability-Direct Inward Dailed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service form BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

Interim Rates:

State(s):	Alabama				Florida			
Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Number Ported-Residence	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Order	—	—	$25.00	end user	—	—	$25.00	end user
	—	—	—	location	—	—	—	location
SPNP-DID Trunk Termination	$13.00	trunk	$160.00	trunk-init.	$15.00	trunk	$170.00	trunk-init.
			$80.00	trunk-sub			$86.00	trunk-sub
DS1 Local Channel**	$133.81	LC	$866.97	LC-First	$133.81	LC	$866.97	LC-First
	—	—	$486.83	LC-Add'l	—	—	$486.83	LC-Add'l
DS1 Dedicated Transport**	$23.50	per mile	—	—	$16.75	per mile	—	—
	$90.00	fac. term.	$100.49	fac. term.	$59.75	fac. term.	$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

State(s): Georgia / Kentucky

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Number Ported-Residence	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Order	—	—	$25.00	end user	—	—	$25.00	end user
	—	—	—	location	—	—	—	location
SPNP-DID Trunk Termination	$14.00	trunk	$165.00	trunk-init.	$13.00	trunk	$150.00	trunk-init.
			$83.00	trunk-sub			$80.00	trunk-sub
DS1 Local Channel	$133.81	LC	$866.97	LC-First	$133.81	LC	$866.97	LC-First
	—	—	$486.83	LC-Add'l	—	—	$486.83	LC-Add'l
DS1 Dedicated Transport	$23.50	per mile	—	—	$23.50	per mile	—	—
	$90.00	fac. term.	$100.49	fac. term.	$90.00	fac. term.	$100.49	fac. term.

State(s): Louisiana / Mississippi

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Number Ported-Residence	$0.01	each	$1.00	each	$0.01	each	$1.00	each
Per Order	—	—	$25.00	end user	—	—	$25.00	end user
	—	—	—	location	—	—	—	location
SPNP-DID Trunk Termination	$13.00	trunk	$170.00	trunk-init.	$13.00	trunk	$150.00	trunk-init.
			$86.00	trunk-sub			$80.00	trunk-sub
DS1 Local Channel	$133.81	LC	$866.97	LC-First	$133.81	LC	$866.97	LC-First
	—	—	$486.83	LC-Add'l	—	—	$486.83	LC-Add'l
DS1 Dedicated Transport	$16.75	per mile	—	—	$23.50	per mile	—	—
	$59.75	fac. term.	$100.49	fac. term.	$90.00	fac. term.	$100.49	fac. term.

State(s): North Carolina / South Carolina

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	SXXX	each	SXXX	each	$0.01	each	$1.00	each
Per Number Ported-Residence	SXXX	each	SXXX	each	$0.01	each	$1.00	each
Per Order	—	—	SXXX	end user	—	—	$25.00	end user
	—	—	—	location	—	—	—	location
SPNP-DID Trunk Termination	SXXX	trunk	SXXX	trunk-init.	$13.00	trunk	$164.00	trunk-init.
			SXXX	trunk-sub			$81.00	trunk-sub.
DS1 Local Channel	SXXX	LC	SXXX	LC-First	$133.81	LC	$866.97	LC-First
	—	—	SXXX	LC-Add'l	—	—	$486.83	LC-Add'l
DS1 Dedicated Transport	SXXX	per mile	—	—	$23.50	per mile	—	—
	SXXX	fac. term.	SXXX	fac. term.	$90.00	fac. term.	$100.49	fac. term.

State(s): Tennessee

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For
Per Number Ported-Business	$0.01	each	$1.00	each
Per Number Ported-Residence	$0.01	each	$1.00	each
Per Order	—	—	$25.00	end user
	—	—	—	location
SPNP-DID Trunk Termination	$13.00	trunk	$164.00	trunk-init.
			$83.00	trunk-sub.
DS1 Local Channel	$133.81	LC	$866.97	LC-First
	—	—	$486.83	LC-Add'l
DS1 Dedicated Transport	$23.50	per mile	—	—
	$90.00	fac. term.	$100.49	fac. term.

ATTACHMENT F

BLANKET AGENCY AGREEMENT LETTER

I am an official of American Communications Services, Inc. ("ACSI") and am authorized to commit my company to the conditions stated herein:

1. ACSI will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to BellSouth for which it does not have proper authorization from the End User upon whose behalf service is offered.

2. ACSI will instruct its End Users to deal directly with ACSI on all inquiries concerning the Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.

3. ACSI is authorized to release all information regarding the End User's local service to BellSouth.

4. In the event that an End User successfully challenges action taken by BellSouth as a result of the above mentioned service request, ACSI will indemnify and hold harmless BellSouth for any reasonable damages or losses, resulting from ACSI's preparation and submission of service requests for which it did not have proper End User authorization.

5. In the event that an End User successfully challenges billing which resulted from local service requests submitted to BellSouth by ACSI under this Blanket Agency Agreement, then ACSI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, arising from BellSouth provisioning and maintenance of the End User's local service due to errors in the ordering of said service by ACSI.

6. In the event that an End User disputes actions taken by ACSI as a result of a submission by ACSI of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then ACSI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, resulting from said dispute.

7. This Agreement shall continue in effect unless cancelled by prior written notice by ACSI or BellSouth thirty (30) days' prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

_____

[Signed]

AMENDMENT

TO

THE RESALE AGREEMENT BETWEEN
AMERICAN COMMUNICATION SERVICES, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 20, 1996

Pursuant to this Agreement (the "Amendment"), American Communication Services, Inc. ("ACSI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties", hereby agree to amend that Resale Agreement between the Parties dated December 20, 1996 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.C. to the Resale Agreement, shall be modified by deleting the references to Tennessee wholesale discounts of 16% for residence customers and 16% for business customers. The parties further agree that the resale restrictions set forth in Section III. A. of the Resale Agreement shall not apply to the Parties' resale arrangements in Tennessee.

2. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A (Amended), which is incorporated herein by reference, shall apply to resale arrangements in Tennessee between the Parties. The parties further agree that the only restrictions on resale shall be those set forth in the Second and Final Order of the Arbitrators ("Final Order") in the AT&T/MCI interconnection arbitrations, Docket Numbers 96-01152 and 96-01271 (the "Arbitrations"). (See pp. 13-18 of Second and Final Order dated January 23, 1997, attached hereto as Exhibit B.)

3. The Parties agree that all of the other provisions of the Resale Agreement shall remain in full force and effect, except to the extent inconsistent in any manner with the Final Order, in which case the rates, terms, and conditions of the Final Order shall supersede the rates, terms and conditions of the Resale Agreement. Nothing in this Amendment shall in any way limit ACSI's ability to select and substitute more favorable rates or terms pursuant to the terms of Section XVIII, entitled Most Favorable Provisions, of the Resale Agreement.

4. The Parties acknowledge that the terms of this Amendment were established as a result of orders of the Tennessee Regulatory Authority ("TRA") in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the TRA is made without prejudice to the rights of BellSouth to challenge any decision of the TRA in the Arbitrations, and to the

extent ACSI has such rights, execution of this Amendment and its submission to the TRA is made without prejudice to the rights of ACSI to challenge any decision of the TRA in the Arbitrations. The parties further agree to conform this Amendment to any subsequent order of the TRA relating to any of the rates, terms and conditions affected by this Amendment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

AMERICAN COMMUNICATION SERVICES, INC.	BELLSOUTH TELECOMMUNICATIONS, INC.
BY: James C. Falvey	BY:
DATE: March 18, 1997	DATE: 3/20/97

EXHIBIT A
(AMENDED)

WHOLESALE DISCOUNTS

STATE: Tennessee

	Residence	Business
Tennessee	16%	16%

The Wholesale Discount is set as a percentage off of the tariffed rates. If ACSI provides its own operator services and directory assistance services, the discount shall be 21.56%.

ISSUE 1: WHAT SERVICES PROVIDED BY BELLSOUTH, IF ANY, SHOULD BE EXCLUDED FROM RESALE?[15]

COMMENTS AND DISCUSSION:

On November 14, 1996, the Arbitrators ordered that all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be made available for resale, including specifically, but without limiting the foregoing, long-term promotions, as that term is defined below, LifeLine Services, Link-Up Services, grandfathered or obsoleted services, 911 Services, contract service arrangements, and state-specific discount plans. In other words, the Arbitrators answered the question presented, by a unanimous vote, as follows: that no service provided by BellSouth shall be excluded from resale, except short-term promotions.

With regard to the resale of 911 Services, each of the Arbitrators recognized the importance of the service and that 911 boards should not be excluded from the benefits which may be derived from competition. They cautioned not only those subject to the provisions of any order of arbitration award, but also the 911 boards in the State of Tennessee, to preserve, protect, and verify that the effectiveness and integrity of the emergency systems will not be harmed if they choose to change telecommunications carriers.

Finally, Director Malone added that restrictions on cross-class selling are permissible restrictions on the services available for resale.[16]

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[15] The motion was made by Chairman Greer and amended by Director Malone. The motion, as amended, was seconded by Director Malone and passed unanimously.

[16] This matter was also covered in the motion made by Director Kyle in Issue 2. Both the amendment which Director Malone made to the motion of Chairman Greer in Issue 1 and the motion of Director Kyle in Issue 2 passed unanimously. The order on this aspect has been reduced to writing in Paragraph 13.

On December 3, 1996, the Arbitrators voted unanimously to adopt the language proposed by BellSouth with regard to contract service arrangements, nonrecurring charges, and inside wire maintenance.[17]

ORDERED:

8. That all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be, and hereby are, made available by BellSouth for resale to AT&T and MCI.

9. That the following terms and conditions on short-term and long-term promotions are reasonable and necessary, and shall be implemented:

a. Short-term promotions be, and hereby are, defined as those promotions that are offered for a ninety (90) day period or less, and which are not offered on a consecutive basis:

b. Long-term promotions be, and hereby are, defined as those promotions that are offered for more than ninety (90) days;

c. In order to prohibit any abuse or potential abuse of the provision that short-term promotions are not available for resale, BellSouth may not offer a series of the same or substantially similar short-term promotions;

d. Long-term promotions may be obtained by AT&T or MCI at one of the following rates:

(1) the stated tariff rate, less the wholesale discount;

[17] Chairman Greer made the motion on the Final Best Offer. It was seconded by Director Kyle and unanimously approved.

(2) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate);

e. When AT&T or MCI obtains a long-term promotional offering at the promotional rate, they will only be permitted to obtain the promotional rate for the period that the promotion is offered by BellSouth. At the time the promotion ends, if AT&T or MCI chooses to continue obtaining the applicable service, they must obtain that service at the stated tariff rate, less the wholesale discount;

f. AT&T and MCI can only offer a promotional rate for a service obtained subject to the provisions of this Paragraph 8 to customers who would have qualified for the promotional rate if the service were being offered by BellSouth;

g. Any benefit of the promotion must be realized within the time period of the promotion and BellSouth may not use promotional offerings to evade the wholesale obligation. If AT&T or MCI believes that such abuse is occurring, they may file a petition with the Authority challenging the promotion and, if such petitions are many in number, the Directors of the Authority may contemplate the establishment of specific rules governing promotional discounts, which may include, not only the provisions listed above, but also additional rules or, in the alternative, the Directors may consider making all promotions available for resale.

10. That the following terms and conditions on the resale of LifeLine Services are reasonable and necessary, and shall be implemented:

a. AT&T and MCI shall only offer LifeLine Service to customers who meet the qualifications outlined in the "means test";

b. LifeLine Services and rates shall be offered by AT&T or MCI in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4;[18]

c. AT&T and MCI shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T and MCI must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides;

d. The maximum rate which AT&T and MCI may charge for LifeLine Service shall be capped at the retail flat rate offered by BellSouth;

e. BellSouth shall charge the federally-mandated Subscriber Line Charge (currently $3.50) to AT&T and MCI;[19]

f. AT&T and MCI are required to waive the Subscriber Line Charge for the end-user;

g. AT&T and MCI are responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association's interstate toll settlement pool just as BellSouth does today.

11. That the following terms and conditions on the resale of Link-Up Service are reasonable and necessary, and shall be implemented:

a. AT&T and MCI may offer Link-Up Service only to those customers who meet the qualifications outlined in the "means test";

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[18] However, if a competitor has a proposal that it believes is just and reasonable, the competitor may file the proposal with the Authority for consideration.

[19] See FCC Report and Order, Paragraph 983.

b. AT&T and MCI must further discount the Link-Up Service by at least the percentage that is now offered by BellSouth;

c. AT&T and MCI are responsible for recouping the additional discount in the same manner as BellSouth does today.

12. That AT&T and MCI may only offer grandfathered services to customers or subscribers who have already been grandfathered. Grandfathered services may not be resold to a new or different group of customers or subscribers.

13. That, while BellSouth has been ordered to make 911 Services available for resale, AT&T and MCI are cautioned to preserve the integrity of 911 Services.

14. That the Final Best Offer proposed by BellSouth with regard to contract service arrangements, nonrecurring services, and inside wire maintenance, attached hereto as Exhibit "A" and made a part hereof by reference, be, and hereby is, approved and adopted by the Arbitrators.

ISSUE 2: WHAT TERMS AND CONDITIONS, INCLUDING USE AND USER RESTRICTIONS, IF ANY, SHOULD BE APPLIED TO RESALE OF BELLSOUTH SERVICES?[20]

COMMENTS AND DISCUSSION:

On November 14, 1996, the Arbitrators answered the question presented by unanimous vote. Director Kyle, in making the motion, stated that in light of the FCC's referring to limitations as "presumptively unreasonable," she wished to adopt only the restrictions stated in the FCC Report and Order, i.e., no resale of access, no resale to independent pay phone providers, and no cross-class selling.[21] Chairman Greer stated that he concurred with Director Kyle's motion, but wanted to amend it by adding that AT&T and MCI must resell services in compliance with the applicable terms and conditions in BellSouth's retail tariffs. Director Malone further stated that the applicable terms and conditions in the tariffs must be just, reasonable, and nondiscriminatory as required by the Act.

On December 3, 1996, the Arbitrators ordered that the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.[22]

ORDERED:

15. That no terms and conditions, including use and user restrictions, will be applicable to the resale of BellSouth services, except for:

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[20] Motion was made by Director Kyle and amended by Chairman Greer with comments by Director Malone. The motion, as amended, was seconded by Chairman Greer and was passed by unanimous vote of the Arbitrators.

[21] See FCC Report and Order, Paragraphs 871, 872, 873, 874, 875, 876, and 877, based upon the Act at Section 251 (c)(4).

[22] Director Malone's motion on December 3, 1996, was seconded by Chairman Greer and was passed by the unanimous vote of the Arbitrators.

a. the terms and conditions listed above in Paragraphs 9, 10, 11, 12 and 13;

b. a restriction on the resale of access;

c. a restriction on the resale to independent pay phone providers;

d. a restriction on cross-class selling; and

e. reasonable, non-discriminatory, and narrowly tailored terms, conditions, and limitations in the underlying BellSouth tariffs.

16. That the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.

Agreement Between BellSouth Telecommunications, Inc. and American Communication Services, Inc. Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and American Communications Services, Inc. ("Reseller"), a Delaware corporation, on behalf of its operating subsidiaries and shall be deemed effective as of December 20, 1996.

WITNESSETH

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

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

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be six months beginning December 20, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee.

B. This Agreement shall be automatically renewed for successive six month periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 30 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller 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.

II. Definition of Terms

A. CUSTOMER CODE means the three digit number following a customer's telephone number as shown on the customer's bill.

B. 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 toll, directory assistance, etc.

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

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

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

F. 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.

G. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

H. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

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

III. General Provisions

A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institution discount) and discounted services to meet competitive situation.

B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

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

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

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

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth, has been temporally suspended for nonpayment and subject to complete disconnection.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, on a nondiscriminatory basis. Notice shall be provided to Reseller within 90 days or as soon as practicable.

J. The Company 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 Reseller.

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

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

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to the Company's plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

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

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

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service 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 COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be

immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

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

D. 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.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

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

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company'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 residential and/or business customers (as applicable) for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. 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, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

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

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	$19.41
(b) each Public or Semi-Public line	
	$34.19

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already

been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company'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 the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements if Reseller is consistently late in payment of its bills, but the Company shall in no event, exercise this right in addition to demanding advance payments.

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

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

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

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

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

F. 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 the Company.

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 I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or

2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

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

K. The Company will not perform billing and collection services for Reseller 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 the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential (a) Each Individual Line or Trunk	$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	$6.00

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

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller

VIII. Discontinuance of Service

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

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

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

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

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

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

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company 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 Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, 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. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

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.

IX. Liability

The liability and indemnification obligations of the parties shall be as set forth in Section XXI of the Interconnection Agreement executed between ACSI and BellSouth on July 25, 1996 and is hereby incorporated herein by this reference.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 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.

XI. Resolution of Disputes

Except as other wise 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 applicable state Public Service 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 a Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. 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.

XV. 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.

XVI. Notices

A. 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.	Reseller
OLEC Account Team 3535 Colonnade Parkway Room E4E1 Birmingham, Alabama 35243	Riley M. Murphy, Esq. - General Counsel American Communications Services, Inc. 131 National Business Parkway, Suite 60 Annapolis Junction, Maryland 20701

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

B. 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.

XVII. The terms and conditions of this Agreement shall not limit or apply to other services, such as interconnection or unbundled network elements, that Reseller purchases from the Company.

XVIII. **Most Favorable Provisions**

Article XXII, "Most Favorable Provisions," of the Interconnection Agreement between ACSI and BellSouth dated July 25, 1996 is hereby incorporated herein by this reference.

XIX. **Amendments**

This Agreement may be amended at any time upon written agreement of both parties.

XX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing party.

XXI. **Entire Agreement**

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, 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.

BellSouth Telecommunications, Inc.

BY: _____
Signature

NAME: Jerry D. Hendrix
Printed Name

TITLE: Director

Reseller

BY: _____
Signature

NAME: Riley M. Murphy
Printed Name

TITLE: Executive Vice President

EXHIBIT "A"

APPLICABLE DISCOUNTS

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

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA*	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY*	19.2%	19.2%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	9%	8%
NORTH CAROLINA	~~12%~~	~~9%~~
SOUTH CAROLINA	10%	9%
TENNESSEE*	16%	16%

*These discounts shall become effective upon final resolution of the orders of these respective commissions in arbitration and resale dockets.

JOINT ACSI/BELLSOUTH FILING FOR APPROVAL OF UNBUNDLED ELEMENT PRICING AMENDMENT

RECD TN REGULATORY AUTH. NOV 12 AM 11 11 EXECUTIVE SECRETARY

November 11, 1996

VIA HAND DELIVERY

Re: Interconnection Agreement Between American Communications Services, Inc. and BellSouth Telecommunications, Inc.
Docket No. 96-01316

American Communications Services, Inc. and BellSouth Telecommunications, Inc. hereby submit for Tennessee Regulatory Authority ("TRA") approval, pursuant to Section 252(e)(1) and 252(e)(2)(A), an Amendment (dated October 17, 1996) to the Interconnection Agreement between American Communications Services, Inc. ("ACSI") and BellSouth Telecommunications, Inc. ("BellSouth") dated July 25,1996 (the "Interconnection Agreement") and previously filed for approval in this docket with the Commission.

The Interconnection Agreement was initially filed as a partial agreement. While the parties were able to reach agreement on most points during negotiation, they were unable to agree to pricing applicable to the provision by BellSouth to ACSI of unbundled local loops, loop cross connects and loop channelization. On August 12, 1996, ACSI petitioned the TRA to establish rates for each of these services in accordance with the Telecommunications Act of 1996. The TRA subsequently docketed the matter as Docket No. 96-01249 and scheduled the matter for hearing.

Nevertheless, on October 17, 1996, the parties continued to negotiate and succeeded in agreeing to rates. Pursuant to the terms of the Amendment, both recurring and nonrecurring rates are established for unbundled local loops, loop cross connects and loop channelization. After six months, either party may petition the TRA to establish final rates pursuant to applicable law. The rates reflected in the Amendment shall be "trued up" (up or down) based on final prices either determined by further agreement or by a nonappealable Final Order, as defined in the Amendment.

In addition, the Amendment modifies the terms of the Interconnection Agreement to provide for a retroactive "true-up" of the rates for interim number portability if the initial contract rates are established by mutual agreement, regulatory action, judicial order or through operation of the "most favorable provisions" clause of the Agreement.

ACSI and BellSouth submit this Amendment for approval pursuant to Section 252(e)(1) and 252(e)(2)(A). The Amendment is nondiscriminatory and consistent

with the public interest, convenience, and necessity, and should therefore be approved by the TRA. ACSI has agreed to withdraw its arbitration petition immediately upon the approval of this Amendment. ACSI and BellSouth therefore respectfully urge the TRA to approve the Interconnection Agreement and this Amendment on an expedited basis.

Please call us if you have any questions concerning this filing.

Sincerely,

Henry Walker
Attorney for American Communications Services, Inc.

Guy M. Hicks
Attorney for BellSouth Telecommunications, Inc.

61233

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN ACSI AND BELLSOUTH TELECOMMUNICATIONS DATED JULY 25, 1996

Pursuant to this Agreement (the "Amendment"), American Communications Services, Inc., on behalf of its local exchange operating subsidiaries (collectively "ACSI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will provide and ACSI will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states

shall be called upon to resolve such differences, or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body of the State whose rates are in dispute to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which ACSI and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252 (d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5. The Parties further agree that the rates for number portability identified in Attachment D to the Interconnection Agreement will be retroactively "trued-up" to the effective date of the Interconnection Agreement in the event that different rates for number portability are established by mutual agreement of the parties, regulatory action, judicial order, or by selection of a lower rate for number portability pursuant to the "most favorable provisions" contained in Section XXII of the Interconnection Agreement.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 25, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ACSI's ability to select substitute rates for local loops, loop cross connects, loop channelization, or number portability pursuant to the terms of Section XXII of the Interconnection Agreement relating to "most favorable" treatment.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this amendment, for approval subject to Section 252 (e) of the federal Telecommunications Act of 1996.

8. ACSI agrees to withdraw its pending arbitration petitions under the Telecommunications Act of 1996 in all BellSouth states as soon as practical.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

AMERICAN COMMUNICATIONS SERVICES, INC.	BELLSOUTH TELECOMMUNICATIONS, INC.
By:	BY:
DATE: October 17, 1996	DATE: October 17, 1996

ATTACHMENT C-2

[The chart included below hereby replaces the table included on pages 2-3 of Attachment C-2 to the Interconnection Agreement. The service description contained in Attachment C-2 to the Interconnection Agreement is expressly retained.]

States:	Alabama		Florida		Georgia		Kentucky	
Rate Elements	Monthly	Nonrecurring *	Monthly	Nonrecurring *	Monthly	Nonrecurring *	Monthly	Nonrecurring *
Unbundled Exchange Access Loop **								
2-Wire Analog	$18.00	$55.20	$17.00	$44.80	$17.00	$25.80	$17.00	$58.40
4-Wire Analog	$28.80	$55.20	$27.20	$44.80	$27.20	$25.80	$27.20	$58.40
2-Wire ADSL/HDSL	$18.00	$55.20	$17.00	$44.80	$17.00	$25.80	$17.00	$58.40
4-Wire HDSL	$28.80	$55.20	$27.20	$44.80	$27.20	$25.80	$27.20	$58.40
2-Wire ISDN Digital	$28.80	$55.20	$27.20	$44.80	$27.20	$25.00	$27.20	$58.40
Cross-Connects								
2-Wire Analog	$0.30	$18.40	$0.30	$15.20	$0.30	$12.60	$0.30	$16.00
4-Wire Analog	$0.50	$18.40	$0.50	$15.20	$0.50	$12.60	$0.50	$16.00
Loop Channelization Equipment	$400.00	$525.00	$400.00	$525.00	$400.00	$525.00	$400.00	$525.00
Per Line	$1.15	$8.00	$1.15	$8.00	$1.15	$8.00	$1.15	$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States:	Louisiana		Mississippi		North Carolina		South Carolina	
Rate Elements	Monthly	Nonrecurring *	Monthly	Nonrecurring *	Monthly	Nonrecurring *	Monthly	Nonrecurring *
Unbundled Exchange Access Loop **								
2-Wire Analog	$17.00	$68.00	$22.00	$53.36	$17.00	$33.00	$18.00	$51.20
4-Wire Analog	$27.20	$68.00	$35.20	$53.36	$27.20	$33.00	$28.80	$51.20
2-Wire ADSL/HDSL	$17.00	$68.00	$22.00	$53.36	$17.00	$33.00	$18.00	$51.20
4-Wire HDSL	$27.20	$68.00	$35.20	$53.36	$27.20	$33.00	$28.80	$51.20
2-Wire ISDN Digital	$27.20	$68.00	$35.20	$53.36	$27.20	$33.00	$28.80	$51.20
oss-Connects								
2-Wire Analog	$0.30	$20.80	$0.30	$13.00	$0.30	$11.60	$0.30	$8.00
4-Wire Analog	$0.50	$20.80	$0.50	$13.00	$0.50	$11.60	$0.50	$8.00
Loop Channelization Equipment	$400.00	$525.00	$400.00	$525.00	$400.00	$525.00	$400.00	$525.00
Per Line	$1.15	$8.00	$1.15	$8.00	$1.15	$8.00	$1.15	$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States: Tennessee

Rate Elements	Monthly	Nonrecurring *
Unbundled Exchange Access Loop **		
2-Wire Analog	$18.00	$46.80
4-Wire Analog	$28.80	$46.80
2-Wire ADSL/HDSL	$18.00	$46.80
4-Wire HDSL	$28.80	$46.80
2-Wire ISDN Digital	$28.80	$46.80
Cross-Connects		
2-Wire Analog	$0.30	$19.20
4-Wire Analog	$0.50	$19.20
Loop Channelization		
Equipment	$400.00	$525.00
Per Line	$1.15	$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

AMENDMENT

TO INTERCONNECTION AGREEMENT BETWEEN AMERICAN COMMUNICATIONS SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 25, 1996

Pursuant to this Agreement ("the Amendment"), e•spire Communications, Inc. ("e•spire"),formerly known as American Communications Services, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e•spire and BellSouth hereby covenant and agree as follows:

1. Article V of the Agreement is hereby modified to include the following:

C.5. Attachment C-14 of this Agreement contains the Rates, Terms and Conditions for local interconnection of Frame Relay services.

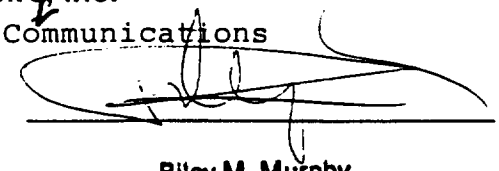
2. Attachment C-14, shown here as Exhibit A, is hereby incorporated herein by reference to the Agreement.

3. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit e•spire's ability to select a substitute Local Interconnection of Frame Relay service arrangement pursuant to the terms of Section XXII of the Agreement relating to "more favorable" treatment.

4. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e•spire Communications, Inc.

By: 

Name: Riley M. Murphy

Title: Executive Vice President/ Secretary

Date: 12-16-98

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Director-Interconnection Services/Pricing

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e•spire, Inc.	**BellSouth Telecommunications, Inc.**
By: _____	By: _____
Name: _____	Name: Jerry D. Hendrix
Title: _____	Title: Director-Interconnection Services/Pricing
Date: _____	Date: 12/21/98

Attachment C-14

A. Frame Relay Service Traffic

The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which e•spire is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between e•spire and BellSouth Frame Relay Switches in the same LATA.

A.1 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 ("POIs") within the LATA.

A.1.1 Upon the request of either Party, such interconnection will be established where BellSouth and e•spire have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, 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.

A.1.2 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

A.1.3 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 ("PLCU") factor PLCU, determined as follows:

(i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, 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").

(ii) 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.

(iii) The PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.

(iv) If there are no VCs on a facility when it is billed, the PLCU will be zero.

A.2 BellSouth will provide the Frame Relay Trunk(s) between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and e•spire will pay, the total non-recurring and recurring charges for the trunk facility. e•spire will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the trunk facility by one-half of e•spire's PLCU.

A2.1 If e•spire requests interconnection outside the serving area in which the POI is located, then e•spire may, at its option, purchase facilities and transport between Frame Relay Network Serving areas, as defined in Section A40 of the General Subscriber Service Tariff, according to the rates, terms and conditions of the applicable tariff General Subscriber Service Tariff for that state.

A.3 Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to A.2, above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, e•spire may select a month-to-month or term rate structure for the NNI ports BellSouth provides to e.spire. Whatever rate structure e•spire selects shall be deemed to be the same rate structure that applies to the NNI port e•spire provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the e•spire PLCU at the time of termination.

A.4 Compensation for the NNI ports shall be calculated as follows:

A.4.1 For NNI ports provided by BellSouth to e•spire, BellSouth will invoice, and e•spire will pay, the total non-recurring and recurring charges for the NNI port. e•spire 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 one-half of e•spire's PLCU

A.4.2 For NNI ports provided by e•spire to BellSouth, e.spire will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and e•spire will pay, an amount determined as follows: e•spire's combined interLATA and local usage will be calculated by subtracting one-half of e•spire's PLCU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by e•spire for the NNI port. BellSouth will then invoice, and e•spire will pay, this amount to BellSouth.

A.5 A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

A.6 For the PVC between the e•spire and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth FCC Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

A.6.1 For PVCs between the BellSouth Frame Relay switch and the e•spire Frame Relay switch, BellSouth will invoice, and e•spire will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, e•spire will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to e•spire for the PVC.

A.6.2 Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. A.6.3. The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

A.7 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 access tariffs.

A.8 Until such time as BellSouth obtains authority to provide in-region, interLATA service, e•spire will identify and report its PLCU to BellSouth on a quarterly basis.

A.9 Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

A.10 If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of A.2, A.4, A.6 and A.8 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in the Interconnection Agreement.

THIRD AMENDMENT

TO INTERCONNECTION AGREEMENT BETWEEN AMERICAN COMMUNICATIONS SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 25, 1996

Pursuant to this Agreement ("the Amendment"), e•spire Communications, Inc. ("e•spire"),formerly known as American Communications Services, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e•spire and BellSouth hereby covenant and agree as follows:

1. Trunking Options. Each of the following trunking arrangements shall be available at e.spire's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible. In Florida and Georgia when e.spire utilizes multiple tandem access, transport and termination of local traffic carried over that trunking arrangements will be billed by BellSouth at the rates established Exhibit A of this amendment, subject to the provisions of Section XVII of the Agreement. e.spire will not bill BellSouth at these rates but will continue to bill BellSouth for the transport and termination of local traffic at what it believes is the appropriate rate for local interconnection, subject to the provisions of Section XVII of the Agreement. BellSouth, by this Amendment, in no way recognizes the validity of rates currently billed by e.spire for the transport and termination of local traffic.

1.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to e.spire and e.spire's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for e.spire's one-way trunk group to BellSouth and BellSouth's one-way trunk group to e.spire for terminating traffic. e.spire may order this trunk group to any switch in the BellSouth network, including end office switches.

1.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to e.spire and e.spire's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby ALECs can route calls from the network of other ALECs, IXCs, ITCs, Wireless Carriers, etc., on a single two-way trunk group. e.spire may order this trunk group to any switch in the BellSouth network which has recording capability.

1.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for e.spire's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).

1.4 Local Tandem Interconnection. This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at e.spire's option. This interconnection is for e.spire's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to e.spire.

2. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1998, shall remain in full force and effect including any amendments thereto until such as the arbitration proceeding currently underway are completed.

3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e.spire Communications, Inc.

By: _____

Name: Riley M. Murphy

Title: Executive Vice President/ Secretary

Date: 2/2/99

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Director-Interconnection Services/Pricing

Date: 2/2/99

Florida

UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$99.79
NRC - 1st	$45.91
NRC - Add'l	$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$44.35
NRC - 1st	$246.50
NRC - Add'l	$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1st	NA
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.002
Tandem Switching, per mou	$.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated

	transport apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	S.00125
Combined Tandem Switch Interconnection	S.00325
Multi-tandem Interconnection	NA

Georgia

UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000008
Common (Shared) Transport Facilities Termination per mou	$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.07
NRC - 1st	$79.61
NRC - Add'l	$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$16.45
NRC - 1st	$79.61
NRC - Add'l	$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$78.47
NRC - 1st	$147.07
NRC - Add'l	$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$13.91
NRC - 1st	$362.95
NRC - Add'l	$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$14.99
NRC - 1st	$368.44
NRC - Add'l	$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$38.36
NRC - 1st	$356.15
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1st	NA
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0016333
Tandem Switching, per mou	$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and

	dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA

ORIGINAL

ANNEX 314

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES ANNEX

Effective: April 20, 1998

This Annex between BellSouth Telecommunications, Inc., a corporation under the laws of the state of Georgia (herein called BellSouth), and AMERICAN COMMUNICATIONS SERVICES INC, a corporation under the laws of the state of KENTUCKY, herein called the Competitive Local Exchange Carrier (CLEC), sets forth the terms and conditions under which Calling Name Delivery (CNAM) Database Services will be provided by BellSouth to the CLEC.

1.00 DEFINITIONS

For the purpose of this Annex and its Exhibits, 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 subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the CLEC 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.

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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.

2.00 SCOPE OF ANNEX

This Annex will cover the terms and conditions and the various scenarios for which BellSouth will provide to the CLEC access to the BellSouth CNAM SCP for query or record storage purposes.

3.00 PHYSICAL CONNECTION AND COMPENSATION

BellSouth's provision of CNAM Database Services to the CLEC requires interconnection from the CLEC's operating area to a BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the CLEC. The associated compensation shall be described in Exhibit A included in and made a part of this Annex.

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

If the CLEC 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 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 the CLEC desires to query.

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4.00 CNAM RECORD INITIAL LOAD AND UPDATES

The mechanism to be used by the CLEC for initial CNAM record load and/or updates shall be determined on an individual company basis. The initial load and all updates shall be provided by the CLEC in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls.

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.

5.00 MODIFICATION AND COMPLIANCE

Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

6.00 TERM OF ANNEX

This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party three months written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however, such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

7.00 - PROTECTION OF PROPRIETARY INFORMATION

Each party agrees to protect the proprietary information entrusted to it by the other party. Such proprietary information shall include this Annex and its Exhibits, Supplements and Attachments, and shall be held in confidence by the receiving party and only be disclosed to those employees, contractors or agents who have a

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need for it in order to provide telecommunications services required to fulfill this Annex and its Exhibits. BellSouth agrees to use the customer names and numbers provided by the CLEC for the purposes of Customer Name Delivery Database Services only.

Any proprietary information that is furnished to either party shall be clearly marked as proprietary and shall be treated as such by the receiving party. Such information shall remain the property of the originating party and shall be returned upon request.

Each party agrees to give immediate notice to the other party of any legal demands to disclose proprietary information prior to disclosing such information.

CLEC 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 regulations on privacy treatment.

8.00 INDEMNIFICATION

To the extent not prohibited by law, BellSouth and the CLEC agree to 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 and facilities, or the other party's provision of services and facilities to the indemnifying party, under this Annex; 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 or facilities under this Annex shall be limited as otherwise specified in this Annex. 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 tendered to it in writing, and for which it has failed to assume such defense.

BellSouth and the CLEC agree with respect to services and facilities provided hereunder, to indemnify and save the other party harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorneys, fees, on account thereof) that may be made by persons furnished by the other party or by any of its subcontractors, under Worker's Compensation or similar statutes. BellSouth and the CLEC agree to defend any such suit brought

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against the non-owner for any such liability, claim or demand. Each party agrees to notify the other party promptly, in writing, of any claims or demands for which it is claimed that the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

No claims or adjustments of such charges, or any other claims with respect to this Annex may be made more than two years after the date of the event that gave rise to the claim, except where such limitations are contrary to law; provided, however, that claims for indemnity under this section may be made within two years of the commencement of the proceeding on the cause of action for which indemnity is sought, except where such limitations are contrary to law.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 24th day of April, 1998.

WITNESS:

American Communications Services, Inc. (ACSI)

BY:

TITLE: Director, Inter-Company Coordination

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:

TITLE: Director

PROPRIETARY AND CONFIDENTIAL
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NO.835 P012/030

05/12/98 23:48

EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

Effective: April 20, 1998

Attached to and made part of the Calling Name Delivery Database Services Annex 314.

The following recurring flat rate will be the charge for access to the BellSouth CNAM SCP:

$50.00 per 1,000 access lines per month

The access line count is determined by the number of working access lines in every switch in which the CNAM capability is installed.

The recurring flat rate will convert to a per query usage rate once query usage measurement capability becomes available.

A non-recurring fee of $595.00 is applicable when the CLEC uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

Executed this 20th day of April, 1998.

WITNESS: Robert E. Ramey

American Communications Services, Inc. (ACSI.

BY: J. G. Dunaye

TITLE: Director, Inter-Company Coordination

WITNESS: Dena Barnes

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:

TITLE: Director

PROPRIETARY AND CONFIDENTIAL
Not for release without written permission from BellSouth.

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Agreement, effective as of April 20, 1998, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and **American Communications Services Inc. (ACSI)** ("Local Exchange Company"), a **Kentucky** corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST 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 Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

ORIGINAL

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

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

II. TERM

This Agreement will be effective as of April 20, 1998, 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. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company 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 BST 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. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks

therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: Director
Date: 4/20/98
Address: 34591 BellSouth Center
675 West Peachtree Street, NE.
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: _____
Title: Director - Platform Support
Date: March 31, 1998
Address: 131 National Business Parkway
Annapolis Junction, MD 20701

FOURTH AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
e•spire COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 25,1996

WHEREAS, e•spire and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all eight states, subject to this amendment, with the applicable rates, terms and conditions contained herein, in exchange for e•spire's withdrawal of the arbitration petition;

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e•spire and BellSouth hereby covenant and agree as follows:

Pursuant to this Agreement ("the Amendment"), e•spire Communications, Inc. ("e•spire"), formerly known as American Communications Services, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement"), as amended by the First, Second and Third Amendments executed by the Parties prior to the date of this Amendment.

1. The first paragraph of the preamble to the Interconnection Agreement is deleted in its entirety and the following is substituted in its place:

> Pursuant to this Interconnection Agreement (Agreement), e•spire Communications, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively, "e•spire") and BellSouth Telecommunications, Inc. ("BellSouth') (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Section 251, 252, and 271 of the Telecommunications Act of 1996.

2. The Interconnection Agreement and all of its amendments are hereby amended to replace every occurrence of "American Communications Services, Inc." or "ACSI" with "e•spire Communications, Inc." and "e•spire," respectively.

ORIGINAL

3. Article XVII shall be deleted in its entirety and shall be replaced with the following:

XVII. **TERM**

A. The term of this Agreement will be from September 1,1996 to December 31, 1999.

B. The Parties agree that by no later than July 1, 1999, they shall commence negotiations with regard to the terms, conditions, and prices of local interconnection to be effective beginning January 1, 2000.

C. If, within 135 days of commencing the negotiation referred in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements and/or resale 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 and/or resale 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.

D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

4. Paragraph 2, 3, 4 and 5 of the amendment to the Interconnection Agreement executed by the Parties and dated October 17, 1996 shall be deleted in their entirety.

5. Except as otherwise expressly provided herein, the Unbundled Network Element rates contained in Attachment C-2 of the Interconnection Agreement, and the amendment to Attachment C-2, executed on October 17, 1996, and the rates contained in attachments C-3, C-4, C-5, and C-7 are hereby deleted in their entirely and shall be replaced by the rates resulting from the generic cost proceedings in Alabama, Georgia, Louisiana, Mississippi, South Carolina and Tennessee, and by the State Commission approved rates in Florida and Kentucky. These rates are contained in Exhibit 1 of this Amendment. The rates contained in Exhibit 1 of this Amendment shall be effective with the execution of this Amendment by both Parties.

6. As of the effective date of this Amendment, BellSouth shall make available to e•spire for each state all of the unbundled elements for which the state Commission has approved rates. BellSouth also shall make available the following Unbundled Network Elements:

- 2-Wire ADSL - Compatible Loops;
- 2-Wire HDSL - Compatible Loops;
- 4-Wire HDSL - Compatible Loops;
- 2-Wire ISDN grade loops;
- Dark Fiber (in those states where the commissions have set rates);
- 56/64 kbps capable/4-wire digital grade loops; and
- 4-wire DS-1 digital grade loops

The rates for the above Unbundled Network Elements are those which have been approved by the respective state commissions as set forth in Exhibit 1 of this amendment. Neither Party waives its right to seek state commission, FCC or judicial review of those rates.

7. As of the effective date of this Amendment, BellSouth shall make available to e•spire the following Unbundled Network Elements under the following terms:

- UCL clean copper loops. These elements shall be available no later than April 1, 1999, and the Parties agree to amend the Interconnection Agreement to include any necessary information to define the UCL unbundled loop offerings, its associated rates, and provisioning requirements. If the Parties are unable to reach agreement in said negotiations, either Party may petition the Commission to resolve such disagreement.
- DS3 grade fiber loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- OCn loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- DS3, and OCn interoffice transport. These elements shall be made available to e•spire through the BFR process, which will be necessary

only to confirm physical availability in particular geographic area and to establish applicable rates.

- Sub-loop elements (i.e., feeder, distribution). These elements shall be made available through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates, subject to the contract language to which the Parties have already agreed by which e•spire will give BellSouth at least sixty-days by which to provision loop feeder.
- Frame Relay UNEs (UNI, NNI, DLCI, & CIR). These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.

8. In those states where the Commission has not established rates for Dark Fiber (i.e., Florida, Louisiana, and Mississippi) rates that have been set by the Georgia Public Service Commission will be used on an interim basis until the Commission for a given state establishes a cost based rate for that state. These rates are reflected in Exhibit 1 of this amendment.

9. Where facilities permit, BellSouth shall provide e•spire with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth central office. The DS1s will then be terminated into e•spire's collocation space. TR-008 and TR303 interface standards are available.

USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of e•spire's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of e•spire's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DSls is required for each system (i.e., System A requires two DS1s and System B requires two additional DS1s, four DS1s are required in total). The DS1 facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to e•spire's collocation space with the SWC that serves the RT where e•spire's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

In these scenarios, e•spire shall be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow e•spire's sub-loops to then be placed on the USLC and transported to its collocation space at the DS1 level.

e•spire also shall have the option to install a cross box to the RT on the BellSouth right of way.

10. The Parties agree that the FCC may make substantial changes to its policies and rules applicable to collocation arrangements and advanced services UNEs in its ongoing Section 706 rulemaking. The Interconnection Agreement shall be modified within thirty (30) days of the

effective date of the FCC order in the FCC's Section 706 rulemaking to incorporate FCC determinations made in such docket. Notwithstanding the foregoing, neither party waives its right to seek reconsideration or appeal of any such decision.

11. Section E of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 2 of this amendment.

12. Article IV, Section B14 shall be deleted in its entirety.

13. Section C of Article IV shall be deleted in its entirety and shall be replaced with the following:

C.1 BellSouth shall provide the following combined unbundled network elements for purchase by e•spire. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Exhibit 1 of this amendment. Order Coordination is available for each of these combinations.

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common transport
- Port and vertical features
- SL2 loop with loop concentration
- Port and common transport
- SL2 loop and LNP

Subject to the provisions of Article IV. Section C.2, BellSouth will, but is not required to under the Act, combine for e•spire any other Network elements listed in this Agreement pursuant to a professional services agreement.

C.2 BellSouth will abide by any effective rule of the FCC or state commission that prohibits BellSouth, except upon request, from separating requested network elements that are currently combined. Provided that, the operation of this subsection shall be construed in accordance with decisions of the FCC and any reviewing court in light of the US Supreme Court's decision in *AT&T Corp. v. Iowa Utilities Bd.*, and provided further that this subsection shall apply only to Network Elements that BellSouth is compelled to unbundle by regulatory agencies with jurisdiction, and that any voluntary agreement by BellSouth to make network facilities available shall not expand its obligations to provide e•spire Network Elements that currently are combined in BellSouth's network. Further, other than the specific UNE combinations set forth in Article IV.C.3., BellSouth will offer only those UNE combinations required by the Act and/or effective regulatory requirements, and this Amendment itself does not expand those rights or obligations in any way.

The rates, terms and conditions regarding the Network Elements provided by BellSouth, including but not limited to the rates for such elements, what combinations of Network Elements are to remain combined and what Network Elements BellSouth is unconditionally required to provide shall be governed by the decisions of the FCC and the 8th Circuit Court upon remand of the *AT&T Corp. v. Iowa Utilities Bd.* proceeding ("96-98 Remand

Proceeding"). The Parties agree to modify the Agreement to implement any 96-98 Remand Proceeding decision or rules within ninety (90) days of the effective date of such decision or rules, provided that neither Party waives its right to participate in, seek reconsideration of or appeal of any such decision rendered as a result of the remand. Further, if, as a result of any reconsideration or appeal of any decision, said decisions or rules are modified, vacated or changed, the Parties shall modify the Agreement to comply with such final decisions within ninety (90) days of the effective date of such decision or order.

14. Section G of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 3 of this amendment.

15. The Parties shall develop a mutually agreeable service restoration plan and a disaster recovery plan ("Plans") within 60 days from the effective date of this amendment.

16. Section A.4 of Article XII shall be deleted in its entirety and shall be replaced with the following:

A.4 Within five (5) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

17. Section C. of Article XIII shall be deleted in its entirety and shall be replaced with the following:

C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an e•spire end user, BellSouth shall notify e•spire of the change within five (5) business days of the completion of the order.

18. Article VI. Section B shall be deleted in its entirety and shall be replaced with the following:

B. With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic orginated and routed to it by the other party. The following rates shall apply for termination of local traffic:

- The rates contained in Exhibit 1 for Call Transport and Termination shall apply from the date of the execution of this Amendment until the expiration of the Agreement.

19. Article IV, Section D.6 shall be deleted in its entirety and shall be replaced with the following:

D.6.1 The provisioning of service to e•spire will require 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.

D.6.2 BellSouth Order Coordination referenced in this Article includes two types: Manual Order Coordination ("OC") and Order Coordination for Specified Conversion Time ("OC-S").

D.6.3 "Manual Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops, and is available as a chargeable option in ordering SL1 voice loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and e•spire advised.

D.6.4 "Order Coordination for Specified Conversion Time" refers to service order coordination in which e•spire requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. e•spire may specify an exact time (e.g., 10:00 a.m.) between 8:00 a.m. and 5:00 p.m. Monday through Friday. If e•spire specifies a time outside this window, overtime charges will apply in addition to the OC and OC-S charges.

D.6.5 Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order.

D.6.6 Some unbundled loops require a Service Inquiry ("SI") to determine if facilities are available prior to issuing the order. The interval for the SI process shall be reasonable and nondiscriminatory, and is separate from the installation interval.

D.6.7 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points or engineering information/circuit make-up data, but may be ordered with Manual Order Coordination as a chargeable option. 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. SL2 loops shall have test points, will be designed with a Design Layout Record provided to e•spire, and will be provided with Order Coordination. The OC feature will allow e•spire to direct BellSouth to provide coordinated 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. 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 Order Coordination and a Design Layout Record (DLR).

D.6.8 As a chargeable option on all unbundled loops, BellSouth will offer Order Coordination for Specified Conversion Time (OC-S). This will allow e•spire the ability to specify the time that the coordinated conversion takes place.

D.6.9 e•spire will be responsible for testing and isolating troubles on the unbundled loops. Once e•spire has isolated a trouble to the BellSouth provided loop, e•spire will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists.

D.6.10 If e•spire reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

D.6.11 If e•spire reports a trouble on SL2: loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

D.6.12 After the loop conversion process commences, a coordinated loop cutover, which shall include coordinated conversion of number portability, shall be completed within the following time periods:

For single loop conversions per location, the conversion shall be completed within fifteen (15) minutes;

For up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes;

For loop conversions not exceeding thirty (30) loops per location, and not determined complex, the conversion of all loops shall be completed within one hundred and twenty (120) minutes.

For all loops above a thirty (30) loop quantity, or ten (10) loop quantity which are determined as complex (a cut that requires more operation than a single cut point), e•spire and BellSouth will negotiate an appropriate provisioning interval prior to the due date.

D.6.13 For loop conversions involving more than twenty (20) loops per location, BellSouth shall assign a project manager to e•spire's LSR and the parties shall be jointly responsible for resolution of all issues associated with the cutover and shall exercise their best efforts to resolve any problems that may arise.

D.6.14 The objective time frame from receipt of an accurate LSR to order installation is indicated in the BellSouth interval guide. Where facilities do not currently exist, reasonable installation intervals will be determined by BellSouth. e•spire will then be notified of the targeted due date. BellSouth shall provide e•spire adequate justification and an explanation if BellSouth is unable to meet these commitments.

20. Article IV, Section F5 shall be deleted in its entirety.

21. Article IV Section F6 shall be deleted in its entirety.

22. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1996, shall remain in full force and effect including any amendments thereto not in conflict with any provision contained in this Amendment.

23. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement. Notwithstanding this or any other provision herein, the Parties agree that e.spire retains its right to further amend the Agreement through the use of § 252(i) procedures or the contractual BFR process.

24. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e•spire Communications, Inc.

By: _____

Name: Riley M. Murphy

Title: Executive Vice President/ Secretary

Date: 4/19/99

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Director-Interconnection Services/Pricing

Date: 4/15/99

Exhibit 1
to the Fourth Amendment
of the e.spire
Interconnection Agreement

- Alabama – Exhibit 1-AL
- Florida – Exhibit 1-FL
- Georgia – Exhibit 1-GA
- Kentucky – Exhibit 1-KY
- Louisiana – Exhibit 1-LA
- Mississippi – Exhibit 1-MS
- South Carolina – Exhibit 1-SC
- Tennessee – Exhibit 1-TN

FLORIDA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that CLEC does not need when two or more Network Elements are combined in a single order. BellSouth and CLEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	$1.08
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	$70.32
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	$54.35
NID to NID Cross Connect, 2-Wire or 4-Wire NRC	$6.15
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	
2-Wire Analog VG Loop, per month	$17.00
NRC - 1st	$140.00
NRC - Add'l	$42.00
2-Wire Analog VG Loop-SL1, per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC -Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$141.00
NRC - Add'l	$43.00
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$40.00
NRC - 1st	$306.00
NRC - Add'l	$283.00
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15.81
NRC - 1st	$113.85
NRC - Add'l	$99.61
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$12.12
NRC - 1st	$113.85
NRC - Add'l	$99.61
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$18.24
NRC - 1st	$116.91
NRC - Add'l	$101.71
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$80.00
NRC - 1st	$540.00
NRC - Add'l	$465.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-1st	NA
NRC - Incremental Charge–Manual Svc Order-Addl	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
[redacted]	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$8.57
NRC - 1st	$78.28
NRC - Add'l	$58.33
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	$11.29
NRC - 1st	$112.07
NRC - Add'l	$92.11
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire. NRC 1st	NA
Working Plug-In 2-Wire. NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$480.00
NRC - 1st	$350.00
NRC - Add'l	$90.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.50
NRC - 1st	$5.75
NRC - Add'l	$5.50
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
[redacted]	
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$38.00
NRC - Add'l (all types)	$15.00
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
4-Wire Analog VG Port, per month	$9.14
NRC - 1st	$5.86
NRC - Add'l	$5.86
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$125.00
NRC - 1st	$112.00
NRC - Add'l	$91.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$13.00
NRC - 1st	$88.00
NRC - Add'l	$66.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No additional

Three-Way Calling, per month	charge
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA

NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA

ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
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	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0175
End Office Switching Function, add'l mou (5)	$0.005
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00029
Tandem Interoffice Trunk Port–Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$99.79
NRC - 1st	$45.91
NRC - Add'l	$44.18

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$44.35
NRC - 1st	$246.50
NRC - Add'l	$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge–Manual Svc Order	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order- 1st	NA
NRC - Incremental Charge–Manual Svc Order – Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA
[redacted]	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	NA
NRC – 1st	
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	NA
NRC – 1st	
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	NA
NRC – 1st	
NRC – Add'l	

[redacted]	
End Office Switching, per mou	$.002
Tandem Switching, per mou	$.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	$.00125
Combined Tandem Switch Interconnection	$.00325
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$44.22
NRC - Disconnect - 1st	NA
NRC - Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (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) 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 avail- able only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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. (6) BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (7) 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. (8) This charge is only applicable where signaling usage measurement or billing capability does not exist.	

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

ALABAMA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Alabama Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service	16.3%
Business Service:	16.3%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - ALABAMA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire Analog VG Loop, Per Month	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC – Disconnect Chg - 1st	$1.44
NRC – Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
Nonrecurring Charge - customer transfer, feature additions, changes (1)	$5.00
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.04

NRC - 1st	$59.03
NRC - Add'l	$43.14
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$15.21
NRC - Disconnect Chg - Add'l	$3.22
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$51.29
NRC - Add'l	$51.29
NRC - Disconnect Chg - 1st	$12.89
NRC - Disconnect Chg - Add'l	$12.89
2-Wire Analog VG Loop-SL2, per month	$22.43
NRC - 1st	$145.46
NRC - Add'l	$108.40
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$40.31
NRC - Disconnect Chg - Add'l	$26.01
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$293.70
NRC - Add'l	$241.76
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$108.96
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.03
NRC - 1st	$331.85
NRC - Add'l	$255.87
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$108.95
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15 **
NRC - 1st	$514.21
NRC - Add'l	$464.58
NRC - Incremental Charge–Manual Service Order—1st	$27.37
NRC - Incremental Charge–Manual Service Order—Add'l	$12.97
NRC - Incremental Charge–Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire ADS[illegible]Loop (Standard), per month	NA
NRC -	NA
NRC – Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.76
NRC - 1st	$514.21
NRC - Add'l	$464.58
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.39
NRC - 1st	$541.13
NRC - Add'l	491.50
NRC - Incremental Charge–Manual Service Order—1st	$27.37
NRC - Incremental Charge–Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.65
NRC - 1st	$610.13
NRC - Add'l	$380.26
NRC - Disconnect Chg - 1st	$134.77
NRC - Disconnect Chg - Add'l	$55.97
NRC - Incremental Charge—Manual Svc Order-1st	$27.37
NRC - Incremental Charge—Manual Svc Order-Addl	$12.97
NRC - Incremental Charge—Manual Svc Order-Disconnect	$17.77
NRC - Order Coordination for Specified Conversion Time	$49.18
4-Wire 56 Kbps Dig Grade Loop, per month	$34.15
NRC - 1st	$498.05
NRC - Add'l	$343.70
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$129.62

NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	$64.25
4-Wire 64 Kbps Dig Grade Loop, per month	$45.99
NRC - 1st	$34.15
NRC - Add'l	$498.05
NRC - Incremental Charge—Manual Service Order—1st	$343.70
NRC - Incremental Charge—Manual Service Order—Add'l	$27.37
NRC - Incremental Charge—Manual Svc Order—Disconnect	$12.97
NRC - Disconnect Chg - 1st	$17.77
NRC - Disconnect Chg - Add'l	$129.62
NRC - Order Coordination for Specified Conversion Time	$64.25
Unbundled Loops via IDLC	$45.99
SUB-LOOPS	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$309.38
NRC - 1st	$428.42
NRC - Add'l	$105.16
NRC - Disconnect Chg - 1st	$5.96
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order – Disconnect	$17.77
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.00
NRC - 1st	$26.53
NRC - Add'l	$26.35
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.98
NRC - Disconnect Chg - Add'l	$10.90
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.07
NRC - 1st (all types)	$21.93
NRC - Add'l (all types)	$21.93
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order – Disconnect- 1st	$17.77
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	$1.44
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$7.62
NRC - 1st (all types)	$46.65
NRC - Add'l (all types)	$46.65

NRC - Disconnect Chg – 1st	$18.41
NRC - Disconnect Chg – Add'l	$18.41
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	$17.77
NRC – Incremental Charge—Manual Svc Order – Disconnect - Add'l	$1.44
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$16.42
NRC - 1st	$63.24
NRC - Add'l	$63.24
NRC - Disconnect Chg - 1st	$5.69
NRC - Disconnect Chg - Add'l	$5.69
NRC - Incremental Charge--Manual Svc Order - 1st	$56.19
NRC - Incremental Charge--Manual Svc Order - Add'l	$56.19
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	$12.97
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$186.02
NRC - 1st	$244.85
NRC - Add'l	$244.85
NRC - Disconnect Chg - 1st	$51.19
NRC - Disconnect Chg - Add'l	$51.19
NRC - Incremental Charge--Manual Svc Order - 1st	$54.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$54.75
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$11.53
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$11.53
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.07
NRC - 1st	$21.93
NRC - Add'l	$21.93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$17.77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0.48
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.34
NRC - 1st	$21.93
NRC - Add'l	$21.93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$25.93
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$16.33
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0.48

Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	$1.12
NRC	$1.03
NRC – Disconnect	$0.55
Customer Changeable Speed Calling, per month	$0.08
NRC	$1.03
NRC – Disconnect	$0.55
Call Waiting	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Remote Activation of Call Fordwarding, per month	$0.18
NRC	$1.03
NRC – Disconnect	$0.55
Cancel Call Waiting, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Automatic Callback, per month	$0.29
NRC	$1.03
NRC – Disconnect	$0.55
Automatic Recall, per month	$0.28
NRC	$1.03
NRC – Disconnect	$0.55
Calling Number Delivery, per month	$0.22
NRC	$1.03
NRC – Disconnect	$0.55
Calling Number Delivery Blocking, per month	$1.17
NRC	$1.03
NRC – Disconnect	$0.55
Customer Originated Trace, per month	$0.14
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Rejection, per month	$0.13
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Forwarding, per month	$0.05
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Acceptance, per month	$0.29
NRC	$1.03
NRC – Disconnect	$0.55
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.11
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Variable, per month	$0.05
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Busy Line, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Don't Answer All Calls, per month	$0.03

NRC	$1.03
NRC – Disconnect	$0.55
Remote Call Forwarding, per month	$1.36
NRC	$1.03
NRC – Disconnect	$0.55
Call Transfer, per month	$0.12
NRC	$1.03
NRC – Disconnect	$0.55
Call Hold, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Toll Restricted Service, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Message Waiting Indicator – Stutter Dial Tone, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Anonymous Call Rejection, per month	$0.93
NRC	$1.03
NRC – Disconnect	$0.55
Shared Call Appearances of a DN, per month	$0.41
NRC	$1.03
NRC – Disconnect	$0.55
Multiple Call Appearances, per month	$0.09
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Bridged Call Exclusion, per month	$0.00
NRC	$1.03
NRC – Disconnect	$0.55
Call by Call Access, per month	$28.29
NRC	$28.94
NRC – Disconnect	$5.22
Privacy Release, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Multi Appearance Directory Number Calls, per month	$0.10
NRC	$1.03
NRC – Disconnect	$0.55
Make Set Busy, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Teen Service (Res. Dist. Alerting Service), per month	$0.15
NRC	$1.03
NRC – Disconnect	$0.55
Code Restriction and Diversion, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Call Park, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Automatic Line, per month	$0.09
NRC	$1.03

NRC – Disconnect	$0.55
ISDN Message Waiting Indication-Lamp, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Feature Function Buttons	NA
NRC	$1.03
NRC – Disconnect	$0.55
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2.88
NRC - Electronic – Add'l	$0.96
NRC - Manual – 1st	$4.80
NRC - Manual – Add'l	$.96
NRC - Disconnect	$2.88
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0018
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00063
Tandem Interoffice Trunk Port--Shared per mou	$0.00033
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	$0.0015
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00001
Common (Shared) Transport Facilities Termination per mou	$0.00045
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0339
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$18.49
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0339
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$17.81
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.692
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$79.69

NRC - 1st	$198.15
NRC - Add'l	$148.18
NRC - Disconnect Chg - 1st	$25.44
NRC - Disconnect Chg - Add'l	$20.42
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC – Incremental Charge—Manual Svc Order - 1st	NA
NRC – Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.61
NRC - 1st	$494.65
NRC - Add'l	$84.44
NRC - Disconnect Chg - 1st	$77.81
NRC - Disconnect Chg - Add'l	$7.63
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge—Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - 4-Wire VG	$15.77
NRC - 1st	$502.43
NRC - Add'l	$86.68
NRC - Disconnect Chg - 1st	$78.71
NRC - Disconnect Chg - Add'l	$8.53
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge--Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - DS1	$35.52
NRC - 1st	$503.57
NRC - Add'l	$442.84

NRC - Disconnect Chg - 1st	$46.28
NRC - Disconnect Chg - Add'l	$32.18
NRC - Incremental Charge--Manual Svc Order	$61.95
NRC - Incremental Charge--Manual Svc Order-Disconnect	$29.27
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION (6)	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	

NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0018
Tandem Switching, per mou	$0.00063
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,893.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$368.21
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$59.84
NRC – Disconnect – 1st	$625.66
NRC – Disconnect – Add'l	$466.87
Per four fiber strands, per route foot or fraction thereof, per month	
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (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) 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 avail- able only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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. (6) Virtual Collocation rates are as set forth in FCC No. 1, Section 20. (7) 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. (8) This charge is only applicable where signaling usage measurement or billing	

capability does not exist. (9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.	

GEORGIA
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. **Local Service Resale**

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

Residential Service	20.30%
Business Service:	17.30%

The prices that CLEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - GEORGIA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4_wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42

NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$16.51
NRC - 1st	$42.54
NRC - Add'l	$31.33
NRC-Incremental Charge--Manual Svc Oder--1st	$18.94
NRC-Incremental Charge--Manual Svc Order---Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$19.57
NRC - 1st	$104.17
NRC - Add'l	$78.10
NRC-Incremental Charge--Manual Svc Order- 1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$25.86
NRC - 1st	$206.95
NRC - Add'l	$170.57
NRC-Incremental Charge--Manual Svc Order---1st	$18.94
NRC-Incremental Charge--Manual Svc Order---Add'l	$8.42
NRC - Incremental Charge---Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$25.43
NRC - 1st	$233.38
NRC - Add'l	$180.35
NRC-Incremental Charge--Manual Svc Order---1st	$18.94
NRC-Incremental Charge--Manual Svc Order---Add'l	$8.42
NRC - Incremental Charge---Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22

2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$13.05
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$9.15
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$12.07
NRC - 1st	$378.86
NRC - Add'l	$344.28
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental ChargeManual Svc Order-Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.52
NRC - 1st	$429.98
NRC - Add'l	$268.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	$18.94
NRC - Incremental Charge--Manual Svc Order-Addl	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$34.52
4-Wire 56 Kbps Dig Grade Loop, per month	$29.92

NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire 64 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	$8.58
NRC - 1st	$206.44
NRC - Add'l	$170.05
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.12
NRC - 1st	$207.01
NRC - Add'l	$171.32
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl. NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00

Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	$313.11
NRC - 1st	$651.23
NRC - Add'l	$284.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	$.8836
NRC - 1st	$9.41
NRC - Add'l	$9.38
NRC-Incremental Charge—Manual Service Order-1st	$18.94
NRC-Incremental Order—Manual Service Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$281.76
NRC - 1st	$308.13
NRC - Add'l	$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$0.9016
NRC - 1st	$20.87
NRC - Add'l	$20.74
NRC-Incremental Charge—Manual Svc Charge -1st	$18.94
NRC-Incremental Charge—Manual Svc Charge-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.85
NRC - 1st (all types)	$17.16
NRC - Add'l (all types)	$17.16
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA

NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC – Incremental Charge--Manual Svc Order – Disconect – 1st	NA
NRC – Incremental Charge--Manual Svc Order – Disconect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
4-Wire Analog VG Port, per month	$8.47
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$11.35
NRC - 1st	$61.91
NRC - Add'l	$61.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$120.80
NRC - 1st	$89.44
NRC - Add'l	$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA

2-Wire ISDN Port(2) (3), per month	$13.47
NRC - 1st	$47.37
NRC - Add'l	$47.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39.98
NRC - Incremental Charge--Manual Svc Order - Add'l	$39.98
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$163.16
NRC - 1st	$186.80
NRC - Add'l	$186.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$37.88
NRC - Incremental Charge--Manual Svc Order - Add'l	$37.88
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$1.85
NRC - 1st	$17.16
NRC – Add'l	$17.16
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge--Manual Svc Order - 1st	$18.94
NRC – Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC – Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC – Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC – Add'l	NA
NRC – Incremental Charge--Manual Svc Order - 1st	NA
NRC – Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC – Add'l	NA

NRC – Incremental Charge–Manual Svc Order - 1st	NA
NRC – Incremental Charge–Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC – Add'l	NA
Coin Port, per month	$2.05
NRC - 1st	$17.16
NRC – Add'l	$17.16
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$8.42
NRC – Incremental Charge–Manual Svc Order-Disconnect – 1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA

NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA

NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC – Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – Add'l	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0016333
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$.0001564
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006757
Tandem Interoffice Trunk Port–Shared per mou	$.0002126
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000008
Common (Shared) Transport Facilities Termination per mou	$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.07
NRC - 1st	$79.61
NRC – Add'l	$36.08
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$18.94

NRC – Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$16.45
NRC - 1st	$79.61
NRC – Add'l	$36.08
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$18.94
NRC – Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$78.47
NRC - 1st	$147.07
NRC – Add'l	$111.75
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$18.94
NRC – Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	NA
NRC – Incremental Charge–Manual Svc Order - Add'l	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$13.91
NRC - 1st	$362.95

NRC – Add'l	$62.40
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$8.42
NRC – Incremental Charge–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$14.99
NRC - 1st	$368.44
NRC – Add'l	$64.05
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1st	$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	$8.42
NRC – Incremental Charge–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$38.36
NRC - 1st	$356.15
NRC – Add'l	$312.89
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order	$44.22
NRC – Incremental Charge–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order- 1st	NA
NRC – Incremental Charge–Manual Svc Order – Add'l	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect – 1st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA

NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0016333
Tandem Switching, per mou	$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands,per route mile or fraction thereof, per month	$44.22
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375
Notes: If no rate is identified in the contract, the rate for the specific service or function will be	

negotiated by the parties upon request by either party. (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) 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 avail- able only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request 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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.	

KENTUCKY

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Kentucky Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Kentucky.

Residential Service	16.79%
Business Service:	15.54%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - KENTUCKY
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	$1.80
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	$18.20
NRC - 1st	$86.08
NRC - Add'l	$58.57
2-Wire Analog VG Loop (Customized), per month	$21.41
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop (Standard), per month	$26.38
NRC - 1st	$457.14
NRC - Add'l	$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	$29.65
NRC - 1st	$541.28
NRC - Add'l	$431.61
2-Wire ADSL Loop (Standard), per month	$10.63
NRC - 1st	$713.50
NRC - Add'l	$609.44
2-Wire HDSL Loop (Standard) per month	$7.40
NRC - 1st	$713.50
NRC - Add'l	$609.44
4-Wire HDSL Loop (Standard), per month	$9.70
NRC - 1st	$748.93
NRC - Add'l	$646.17
[redacted]	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	$20.00
NRC - 1st	$86.08
NRC - Add'l	$58.57
2-Wire Analog VG Loop (Customized), per month	$23.35
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	$28.28
NRC - 1st	$457.14
NRC - Add'l	$348.83
2-Wire ISDN Digital Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	$31.99
NRC - 1st	$541.28
NRC - Add'l	$431.61

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	$11.89
NRC - 1st	$713.50
NRC - Add'l	$609.44
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	$8.51
NRC - 1st	$713.50
NRC - Add'l	$609.44
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	$10.39
NRC - 1st	$748.93
NRC - Add'l	$646.17
4-Wire DS1 Digital Loop, per month	$67.96
NRC - 1st	$849.80
NRC - Add'l	$523.27
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$10.83
NRC - 1st	$459.85
NRC - Add'l	$352.89
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.95
NRC - 1st	$459.85
NRC - Add'l	$352.89
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	$263.06
NRC - 1st	$1,508.41
NRC - Add'l	$596.11

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire. NRC 1st	$23.30
Working Plug-In 2-Wire. NRC Add'l	$23.25
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$429.33
NRC - 1st	$664.06
NRC - Add'l	$166.55
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.26
NRC - 1st	$46.68
NRC - Add'l	$46.38
NRC-Incremental Charge--Manual Svc Order-1st	NA
NRC-Incremental Charge--Manual Svc Order-Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
[redacted]	
2-Wire Analog Line Port (Res., Bus.), per month	$2.61
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - 1st (Residence)	$37.78
NRC - Add'l (Residence)	$37.78
NRC - 1st (Business)	$37.55
NRC - Add'l (Business)	$37.55
NRC - 1st (PBX)	$36.47
NRC - Add'l (PBX)	$36.47
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order -- Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order -- Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA

NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$12.33
NRC - 1st	$90.48
NRC - Add'l	$84.53
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	$5.61
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	$275.48
NRC - 1st	$181.27
NRC - Add'l	$116.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	$0.29
NRC - 1st	$2.14

NRC - Add'l	$2.14
Coin Port, per month	$3.04
NRC - 1st	$40.71
NRC - Add'l	$40.71
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No add'l charge
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA

Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA

Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
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	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.002562
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.001096
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	$0.001096
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000049
Common (Shared) Transport Facilities Termination per mou	$0.000426
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect–Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$55.05
NRC - 1st	$298.18
NRC - Add'l	$231.23
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$16.14
Per mile per month	$0.0301
NRC - 1st	$181.93
NRC - Add'l	$75.56
9-25 Miles, Fixed per month	$17.18
Per mile per month	$0.0726
NRC - 1st	$181.93
NRC - Add'l	$75.56
Over 25 Miles, Fixed per month	$18.41
Per mile per month	$0.0831
NRC - 1st	$181.93
NRC - Add'l	$75.56
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA

Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA

NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$0.002562
Tandem Switching, per mou	$0.001096
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strand per route mile or fraction thereof, per month	$241.00
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands per route foot or fraction thereof, per month	NA
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (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) 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 avail- able only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

LOUISIANA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

   All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Louisiana Public Service Commission.

2. **Local Service Resale**

   The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Louisiana.

Residential Service	20.72%
Business Service:	20.72%

3. **Unbundled Network Elements**

   The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

   The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - LOUISIANA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID. NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID. NRC - Add'l	NA
NIN to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 4-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.08
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC – Disconnect Chg - 1st	$2.01
NRC – Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.35

NRC - 1st	$40.59
NRC - Add'l	$29.96
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$11.48
NRC - Disconnect Chg - Add'l	$3.36
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$22.84
NRC - 1st	$99.69
NRC - Add'l	$74.73
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$28.73
NRC - Disconnect Chg - Add'l	$18.87
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$31.52
NRC - 1st	$198.10
NRC - Add'l	$163.26
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$27.36
NRC - 1st	$223.27
NRC - Add'l	$172.63
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg – Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15.39
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Incremental Charge--Manual Service Order--1st	$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.61
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Incremental Charge--Manual Service Order--1st	$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$16.39
NRC - 1st	$361.45
NRC - Add'l	$328.35
NRC - Incremental Charge--Manual Service Order--1st	$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.41
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72.86
NRC - 1st	$410.38
NRC - Add'l	$255.48
NRC - Disconnect Chg - 1st	$92.35
NRC - Disconnect Chg - Add'l	$38.44
NRC - Incremental Charge--Manual Svc Order-1st	$18.14
NRC - Incremental Charge--Manual Svc Order-Addl	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.41
NRC - Order Coordination for Specified Conversion Time	$33.05
4-Wire 56 Kbps Dig Grade Loop, per month	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230.50
NRC - Incremental Charge--Manual Service Order--1st	$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$87.99

NRC - Disconnect Chg - Add'l	$44.24
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire 64 Kbps Dig Grade Loop, per month	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230.50
NRC - Incremental Charge--Manual Service Order--1st	$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$87.99
NRC - Disconnect Chg - Add'l	$44.24
NRC - Order Coordination for Specified Conversion Time	$32.77
Unbundled Loops via IDLC	NA
[redacted]	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1st	BFR
NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Service Order--Disconnect	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	BFR
Site Visit Survey, per MDU/MTU Complex, NRC	BFR
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	BFR
NRC – add'l terminal	BFR
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	BFR
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	BFR
UNTW Pair Provisioning, per pair, NRC	BFR
Service Visit for Provisioning, per request, per premises, NRC	BFR
Manual Service Order, NRC	BFR
Loop Concentration - Channelization Sys (Outside CO), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - 1st	BFR

NRC - Incremental Charge--Manual Svc Order - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - Disconnect	BFR
Working Plug-In 2-Wire, NRC 1st	BFR
Working Plug-In 2-Wire, NRC Add'l	BFR
Loop Concentration - Remote Terminal Cabinet (Outside CO)	BFR
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1st	BFR
NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Svc Order--Disconnect	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$301.68
NRC - 1st	$292.90
NRC - Add'l	$72.38
NRC - Disconnect Chg - 1st	$5.30
NRC - Disconnect Chg - Add'l	—
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$11.41
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.08
NRC - 1st	$19.97
NRC - Add'l	$19.84
NRC - Incremental Charge--Manual Service Charge--1st	$18.14
NRC - Incremental Charge--Manual Service Charge--Add'l	$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	$11.41
NRC - Disconnect Chg - 1st	$8.26
NRC - Disconnect Chg - Add'l	$8.21
[redacted]	
2-Wire Analog Line Port (Res., Bus.), per month	$2.20
NRC - 1st (all types)	$16.43
NRC - Add'l (all types)	$16.43
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$4.38
NRC - Disconnect Chg - Add'l	$4.38
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	$10.39
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
4-Wire Analog VG Port, per month	$10.13
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$8.94
2-Wire DID Port, per month	$13.12
NRC - 1st	$59.28
NRC - Add'l	$59.28
NRC - Disconnect Chg - 1st	$9.20
NRC - Disconnect Chg - Add'l	$9.20
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$10.39
4-Wire DS1 Port w/DID capability, per month	$149.27
NRC - 1st	$85.63
NRC - Add'l	$50.23
NRC - Disconnect Chg - 1st	$8.82
NRC - Disconnect Chg - Add'l	$8.83
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$10.39
2-Wire ISDN Port(2) (3), per month	$23.33
NRC - 1st	$45.35
NRC - Add'l	$45.35
NRC - Disconnect Chg - 1st	$4.31
NRC - Disconnect Chg - Add'l	$4.31
NRC - Incremental Charge--Manual Svc Order - 1st	$38.29
NRC - Incremental Charge--Manual Svc Order - Add'l	$38.29
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	$6.65
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	$6.65
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$194.72
NRC - 1st	$181.89
NRC - Add'l	$181.89
NRC - Disconnect Chg - 1st	$27.11
NRC - Disconnect Chg - Add'l	$27.11
NRC - Incremental Charge--Manual Svc Order - 1st	$33.18
NRC - Incremental Charge--Manual Svc Order - Add'l	$33.18
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$7.73
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$7.73
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	$8.94
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.50
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.15
NRC - Disconnect Chg - Add'l	$4.15
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	$9.86
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	$8.28

Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA

Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA

NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
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	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0021
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0008
Tandem Interoffice Trunk Port–Shared per mou	$0.0003
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000083
Common (Shared) Transport Facilities Termination per mou	$0.00047
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$19.10
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Charge–Manual Svc Order - 1st	$18.14
NRC - Incremental Charge–Manual Svc Order - Add'l	$18.14
NRC - Incremental Charge–Manual Svc Order - Disconnect–1st	$8.06
NRC - Incremental Charge–Manual Svc Order –Disconnect–Addl	$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$18.37
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Charge–Manual Svc Order - 1st	$18.14
NRC - Incremental Charge–Manual Svc Order - Add'l	$18.14
NRC - Incremental Charge–Manual Svc Order - Disconnect–1st	$8.06
NRC - Incremental Charge–Manual Svc Order - Disconnect–Addl	$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69

NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.14
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.94
NRC - 1st	$347.49
NRC - Add'l	$59.75
NRC - Disconnect Chg - 1st	$53.68
NRC - Disconnect Chg - Add'l	$6.60
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - 4-Wire VG	$16.21
NRC - 1st	$352.75
NRC - Add'l	$61.33
NRC - Disconnect Chg - 1st	$54.36
NRC - Disconnect Chg - Add'l	$7.28
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - DS1	$43.80
NRC - 1st	$348.56
NRC - Add'l	$300.30
NRC - Disconnect Chg - 1st	$24.15
NRC - Disconnect Chg - Add'l	$21.31

NRC - Incremental Charge–Manual Svc Order	$42.34
NRC - Incremental Charge–Manual Svc Order-Disconnect	$19.48
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
[redacted]	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA

[redacted]	
Intraoffice per mou	$0.00209
Interoffice per mou (assumes 5 miles of transport)	$0.00538
[redacted]	
End Office Switching, per mou	$0.00209
Tandem Switching, per mou	NA
Tandem Switching (assumes 5 miles of transport per mou)	$0.00430
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$44.22
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (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) 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 avail- able only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability doe not exist.	

MISSISSIPPI
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Mississippi Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Mississippi.

Residential Service:	15.75%
Business Service:	15.75%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and Bellsouth shall pay each other for the termination of local calls are set forth in Table 1.

BELLSOUTH/CLEC RATES - MISSISSIPPI
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Addl	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 4-Wire Analog VG Loop, Per Month	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.34

NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC – Disconnect Chg - 1st	$2.84
NRC – Disconnect Chg - Add'l	$2.84
NRC – Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC – Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
Nonrecurring Charge - customer transfer, feature additions, changes (1)	$5.00
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$21.26
NRC - 1st	$59.25
NRC - Add'l	$43.67

NRC - Incremental Charge–Manual Service Order—1st	$25.52
NRC - Incremental Charge–Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$16.35
NRC - Disconnect Chg - Add'l	$4.60
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$50.29
NRC - Add'l	$50.29
NRC - Disconnect Chg - 1st	$12.64
NRC - Disconnect Chg - Add'l	$12.64
2-Wire Analog VG Loop-SL2, per month	$25.05
NRC - 1st	$144.01
NRC - Add'l	$107.70
NRC - Incremental Charge–Manual Service Order—1st	$25.52
NRC - Incremental Charge–Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$40.98
NRC - Disconnect Chg - Add'l	$26.95
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.55
NRC - 1st	$289.06
NRC - Add'l	$238.19
NRC - Incremental Charge–Manual Service Order—1st	$25.52
NRC - Incremental Charge–Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57.28
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.83
NRC - 1st	$326.38
NRC - Add'l	$252.00
NRC - Incremental Charge–Manual Service Order—1st	$25.52
NRC - Incremental Charge–Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57.27
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$14.83
NRC - 1st	$504.82
NRC - Add'l	$456.24

NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.60
NRC - 1st	$504.82
NRC - Add'l	$456.24
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.14
NRC - 1st	$531.21
NRC - Add'l	$482.63
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$69.59
NRC - 1st	$599.09
NRC - Add'l	$373.90
NRC - Disconnect Chg - 1st	$133.53
NRC - Disconnect Chg - Add'l	$56.25
NRC - Incremental Charge--Manual Svc Order-1st	$25.52
NRC - Incremental Charge--Manual Svc Order-Add'l	$11.34
NRC - Incremental Charge--Manual Svc Order-Disconnect	$16.06
NRC - Order Coordination for Specified Conversion Time	$48.17
4-Wire 56 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489.00
NRC - Add'l	$337.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64.35
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire 64 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489.00

NRC - Add'l	$337.93
NRC - Incremental Charge--Manual Service Order--1st	$25.52
NRC - Incremental Charge--Manual Service Order--Add'l	$11.34
NRC - Incremental Charge--Manual Svc Order--Disconnect	$16.06
NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64.35
NRC - Order Coordination for Specified Conversion Time	$45.27
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA

Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization System-Dig Loop Carrier per Mo. (DS1 to VG), per month	$388.37
NRC - 1st	$421.76
NRC - Add'l	$104.58
NRC - Disconnect Chg - 1st	$7.29
NRC - Disconnect Chg - Add'l	$7.29
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.02
NRC - 1st	$26.23
NRC - Add'l	$26.06
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.86
NRC - Disconnect Chg - Add'l	$10.78
[redacted]	
2-Wire Analog Line Port (Res., Bus.), per month	$2.11
NRC - 1st (all types)	$22.98
NRC - Add'l (all types)	$22.98
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	$16.06
NRC - Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.86
NRC - 1st (all types)	$44.40
NRC - Add'l (all types)	$44.40
NRC - Disconnect Chg – 1st	$19.68
NRC - Disconnect Chg – Add'l	$19.68
NRC - Incremental Charge--Manual Svc Order - 1st	$25.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order – Disconnect – 1st	$16.06
NRC - Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA

2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5.42
NRC - 1st (all types)	$26.04
NRC - Add'l (all types)	$26.04
NRC - Disconnect Chg – 1st	$8.20
NRC - Disconnect Chg – Add'l	$8.20
NRC - Incremental Charge–Manual Svc Order - 1st	$25.52
NRC - Incremental Charge–Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge–Manual Svc Order - Disconnect	$16.06
4-Wire Analog VG Port, per month	$9.60
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire DID Port, per month	$14.63
NRC - 1st	$83.09
NRC - Add'l	$83.09
NRC - Disconnect Chg - 1st	$13.48
NRC - Disconnect Chg - Add'l	$13.48
NRC – Incremental Charge—Manual Svc Order - 1st	$25.52
NRC – Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.07
4-Wire DS1 Port w/DID capability, per month	$146.46
NRC - 1st	$117.81
NRC - Add'l	$71.18
NRC – Disconnect Chg - 1st	$12.94
NRC – Disconnect Chg - Add'l	$12.94
NRC – Incremental Charge—Manual Svc Order - 1st	$25.52
NRC – Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire ISDN Port(2) (3), per month	$51.91
NRC - 1st	$63.59
NRC - Add'l	$63.59
NRC - Disconnect Chg - 1st	$7.04
NRC - Disconnect Chg - Add'l	$7.04
NRC - Incremental Charge—Manual Svc Order - 1st	$53.87
NRC - Incremental Charge—Manual Svc Order - Add'l	$53.87
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	$11.34
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$213.21

NRC - 1st	$244.12
NRC - Add'l	$244.12
NRC - Disconnect Chg - 1st	$53.32
NRC - Disconnect Chg - Add'l	$53.32
NRC - Incremental Charge—Manual Svc Order - 1st	$51.03
NRC - Incremental Charge—Manual Svc Order - Add'l	$51.03
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$8.51
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	$8.51
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.11
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC – Add'l	NA
NRC – Incremental Charge—Manual Svc Order - 1st	NA
NRC – Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.32
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	$1.32
NRC	$1.02
NRC – Disconnect	$0.5466
Customer Changeable Speed Calling, per month	$0.0755
NRC	$1.02
NRC – Disconnect	$0.5466
Call Waiting	$0.0330

NRC	$1.02
NRC – Disconnect	$0.5466
Remote Activation of Call Fordwarding, per month	$0.4859
NRC	$1.02
NRC – Disconnect	$0.5466
Cancel Call Waiting, per month	$0.0082
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Callback, per month	$0.9977
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Recall, per month	$0.3164
NRC	$1.02
NRC – Disconnect	$0.5466
Calling Number Delivery, per month	$0.1817
NRC	$1.02
NRC – Disconnect	$0.5466
Calling Number Delivery Blocking, per month	$0.9913
NRC	$1.02
NRC – Disconnect	$0.5466
Customer Originated Trace, per month	$0.1918
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Rejection, per month	$0.1721
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Forwarding, per month	$0.1050
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Acceptance, per month	$0.4010
NRC	$1.02
NRC – Disconnect	$0.5466
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.1271
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Variable, per month	$0.0474
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Busy Line, per month	$0.0279
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Don't Answer All Calls, per month	$0.0308
NRC	$1.02
NRC – Disconnect	$0.5466
Remote Call Forwarding, per month	$1.47
NRC	$1.02
NRC – Disconnect	$0.5466
Call Transfer, per month	$0.1404
NRC	$1.02
NRC – Disconnect	$0.5466
Call Hold, per month	$0.0190
NRC	$1.02

NRC – Disconnect	$0.5466
Toll Restricted Service, per month	$0.0387
NRC	$1.02
NRC – Disconnect	$0.5466
Message Waiting Indicator – Stutter Dial Tone, per month	$0.0356
NRC	$1.02
NRC – Disconnect	$0.5466
Anonymous Call Rejection, per month	$0.9519
NRC	$1.02
NRC – Disconnect	$0.5466
Shared Call Appearances of a DN, per month	$0.5015
NRC	$1.02
NRC – Disconnect	$0.5466
Multiple Call Appearances, per month	$0.0932
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Bridged Call Exclusion, per month	$0.0013
NRC	$1.02
NRC – Disconnect	$0.5466
Call by Call Access, per month	$50.89
NRC	$28.61
NRC – Disconnect	$5.16
Privacy Release, per month	$0.0030
NRC	$1.02
NRC – Disconnect	$0.5466
Multi Appearance Directory Number Calls, per month	$0.1115
NRC	$1.02
NRC – Disconnect	$0.5466
Make Set Busy, per month	$0.0013
NRC	$1.02
NRC – Disconnect	$0.5466
Teen Service (Res. Dist. Alerting Service), per month	$0.1071
NRC	$1.02
NRC – Disconnect	$0.5466
Code Restriction and Diversion, per month	$0.0464
NRC	$1.02
NRC – Disconnect	$0.5466
Call Park, per month	$0.0443
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Line, per month	$0.1111
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Message Waiting Indication-Lamp, per month	$0.0105
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Feature Function Buttons	NA
NRC	$1.02
NRC – Disconnect	$0.5466
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2.84
NRC – Electronic – Add'l	$0.95
NRC – Manual – 1st	$4.73

NRC – Manual – Add'l	$0.95
NRC – Disconnect	$2.84
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0023771
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0001927
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0007834
Tandem Interoffice Trunk Port—Shared per mou	$0.0002834
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000091
Common (Shared) Transport Facilities Termination per mou	$0.0004281
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0323
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.33
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect–1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect–Addl	$11.34
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0323
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.64
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect–1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect–Addl	$11.34
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.6598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$74.40
NRC - 1st	$196.28
NRC - Add'l	$147.31
NRC - Disconnect Chg - 1st	$26.56
NRC - Disconnect Chg - Add'l	$21.61
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect–1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect–Addl	$11.34
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$15.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$744.38
NRC - 1st	$686.74

NRC - Add'l	$477.76
NRC - Disconnect Chg - 1st	$125.56
NRC - Disconnect Chg - Add'l	$118.79
NRC - Incremental Charge—Manual Svc Order - 1st	$64.97
NRC - Incremental Charge—Manual Svc Order - Add'l	$64.97
NRC - Incremental Charge—Manual Svc Order-Disconnect–1st	$27.08
NRC - Incremental Charge—Manual Svc Order-Disconnect–Addl	$27.08
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$17.83
NRC - 1st	$487.62
NRC - Add'l	$84.35
NRC - Disconnect Chg - 1st	$77.69
NRC - Disconnect Chg - Add'l	$8.95
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - 4-Wire VG	$19.03
NRC - 1st	$495.25
NRC - Add'l	$86.56
NRC - Disconnect Chg - 1st	$78.58
NRC - Disconnect Chg - Add'l	$9.84
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - DS1	$38.91
NRC - 1st	$494.83
NRC - Add'l	$435.28
NRC - Disconnect Chg - 1st	$46.85
NRC - Disconnect Chg - Add'l	$33.02
NRC - Incremental Charge—Manual Svc Order	$59.58
NRC - Incremental Charge—Manual Svc Order-Disconnect	$27.41
Local Channel - Dedicated – DS3	$533.33
NRC - 1st	$526.67
NRC - Add'l	$493.71
NRC - Disconnect Chg - 1st	$42.41
NRC - Disconnect Chg - Add'l	$40.87
NRC - Incremental Charge—Manual Svc Order- 1st	$31.49
NRC - Incremental Charge—Manual Svc Order – Add'l	$31.49
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	$25.35
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	$25.35

VIRTUAL COLLOCATION	
Virtual Collocation - NRC – Application Chg	FCC # 1
Virtual Collocation – Cable Installation Chg, per cable	FCC # 1
Virtual Collocation – Floor Space, per square feet	FCC # 1
Virtual Collocation – Floor Space Power, per ampere	FCC # 1
Virtual Collocation – Cable Support Structure, per entrance cable	FCC # 1
Virtual Collocation – 2-Wire Cross Connects	$0.1121
NRC – 1st	$30.93
NRC – Add'l	$29.59
NRC – Disconnect Chg – 1st	$12.76
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – 4-Wire Cross Connects	$0.2242
NRC – 1st	$31.17
NRC – Add'l	$29.77
NRC – Disconnect Chg – 1st	$12.83
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – DS1 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – DS3 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
End Office Switching, per mou	$0.0023771
Tandem Switching, per mou	$0.0007834
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring,	BST State

associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$44.22
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands per foot or fraction thereof, per month	$0.008375

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(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) 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 Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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.

(6) 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.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

SOUTH CAROLINA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

   All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2. **Local Service Resale**

   The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

Residential Service	14.8%
Business Service:	14.8%

3. **Unbundled Network Elements**

   The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - SOUTH CAROLINA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$22.49

NRC - 1st	$70.44
NRC - Add'l	$44.05
NRC - Incremental Charge--Manual Service Order--1st	$44.42
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$62.10
NRC - Add'l	$62.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$26.25
NRC - 1st	$178.12
NRC - Add'l	$128.80
NRC - Incremental Charge--Manual Service Order--1st	$44.42
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$35.86
NRC - 1st	$383.39
NRC - Add'l	$286.77
NRC - Incremental Charge--Manual Service Order--1st	$44.06
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$32.47
NRC - 1st	$423.04
NRC - Add'l	$301.75
NRC - Incremental Charge--Manual Service Order--1st	$44.42
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$20.31
NRC - 1st	$600.61
NRC - Add'l	$507.33
NRC - Incremental Charge--Manual Service Order--1st	$44.42
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.86
NRC - 1st	$600.61
NRC - Add'l	$507.33
NRC - Incremental Charge--Manual Service Order--1st	$44.42
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$19.73
NRC - 1st	$625.11
NRC - Add'l	$532.78
NRC - Incremental Charge--Manual Service Order--1st	$44.06
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72.55
NRC - 1st	$715.77
NRC - Add'l	$421.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	$43.77
NRC - Incremental Charge--Manual Svc Order-Addl	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$48.47
4-Wire 56 Kbps Dig Grade Loop, per month	$41.70
NRC - 1st	$602.73
NRC - Add'l	$393.50
NRC - Incremental Charge--Manual Service Order--1st	$44.06
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire 64 Kbps Dig Grade Loop, per month	$41.70
NRC - 1st	$602.73
NRC - Add'l	$393.50
NRC - Incremental Charge--Manual Service Order--1st	$44.06
NRC - Incremental Charge--Manual Service Order--Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
Unbundled Loops via IDLC	NA
[redacted]	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order—1st	NA
NRC - Incremental Charge—Manual Svc Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$363.77
NRC - 1st	$426.32
NRC - Add'l	$102.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.77
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.04
NRC - 1st	$35.75
NRC - Add'l	$35.51
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
[redacted]	
2-Wire Analog Line Port (Res., Bus.), per month	$2.35
NRC - 1st (all types)	$24.98
NRC - Add'l (all types)	$24.98
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44.42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.63
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.64
NRC - 1st (all types)	$61.22

NRC - Add'l (all types)	$61.22
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$44.42
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.63
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5.38
NRC - 1st (all types)	$29.51
NRC - Add'l (all types)	$29.51
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$44.42
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.63
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$2.28
NRC - 1st	$3.50
NRC - Add'l	$3.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$60.00
NRC - Add'l	$60.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$33.74
NRC - 1st	$65.79
NRC - Add'l	$65.79
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$67.52
NRC - Incremental Charge–Manual Svc Order - Add'l	$67.52
NRC - Incremental Charge–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	$38.68
NRC - 1st	$106.40
NRC - Add'l	$106.40

NRC - Incremental Charge–Manual Svc Order - 1st	$67.52
NRC - Incremental Charge–Manual Svc Order - Add'l	$67.52
2-Wire ISDN Port(2) (3) including three available features, per month	$36.01
NRC - 1st	$70.32
NRC - Add'l	$70.32
NRC - Incremental Charge–Manual Svc Order - 1st	$67.52
NRC - Incremental Charge–Manual Svc Order - Add'l	$67.52
4-Wire ISDN DS1 Port, per month	$214.79
NRC - 1st	$278.37
NRC - Add'l	$278.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$65.48
NRC - Incremental Charge–Manual Svc Order - Add'l	$65.48
NRC - Incremental Charge–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	$251.00
NRC - 1st	$311.73
NRC - Add'l	$311.73
NRC - Incremental Charge–Manual Svc Order - 1st	$65.48
NRC - Incremental Charge–Manual Svc Order - Add'l	$65.48
2-Wire Analog Line Port (PBX), per month	$2.35
NRC - 1st	$24.36
NRC - Add'l	$24.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$41.86
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.46
NRC - Incremental Charge–Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	$8.67
NRC - 1st	$60.60
NRC - Add'l	$60.60
NRC - Incremental Charge–Manual Svc Order - 1st	$41.86
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.46
2-Wire Analog Line Port (PBX) including three available features, per month	$5.38
NRC - 1st	$28.89
NRC - Add'l	$28.89
NRC - Incremental Charge–Manual Svc Order - 1st	$41.86
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.46
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.77
NRC - 1st	$24.75
NRC - Add'l	$24.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	$43.48
NRC - Incremental Charge–Manual Svc Order - Add'l	$14.57
NRC - Incremental Charge–Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – Add'l	NA

Vertical Features	
Local Switching Features offered with Port. Per month	See above
Three-Way Calling, per month	$1.10
NRC	$1.51
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	$.1247
NRC	$1.51
NRC – Disconnect	NA
Call Waiting	$.0665
NRC	$1.51
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	$.3743
NRC	$1.51
NRC – Disconnect	NA
Cancel Call Waiting, per month	$.0099
NRC	$1.51
NRC – Disconnect	NA
Automatic Callback, per month	$.8015
NRC	$1.51
NRC – Disconnect	NA
Automatic Recall, per month	$.3102
NRC	$1.51
NRC – Disconnect	NA
Calling Number Delivery, per month	$.3272
NRC	$1.51
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	$.3684
NRC	$1.51
NRC – Disconnect	NA
Customer Originated Trace, per month	$.1402
NRC	$1.51
NRC – Disconnect	NA
Selective Call Rejection, per month	$.1528
NRC	$1.51
NRC – Disconnect	NA
Selective Call Forwarding, per month	$.1287
NRC	$1.51
NRC – Disconnect	NA
Selective Call Acceptance, per month	$.3283
NRC	$1.51
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$.1301
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Variable, per month	$.0768
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	$.0603
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	$.0655

NRC	$1.51
NRC – Disconnect	NA
Remote Call Forwarding, per month	$1.41
NRC	$1.51
NRC – Disconnect	NA
Call Transfer, per month	$.1392
NRC	$1.51
NRC – Disconnect	NA
Call Hold, per month	$.0677
NRC	$1.51
NRC – Disconnect	NA
Toll Restricted Service, per month	$.0743
NRC	$1.51
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	$.0318
NRC	$1.51
NRC – Disconnect	NA
Anonymous Call Rejection, per month	$1.13
NRC	$1.51
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	$.3513
NRC	$1.47
NRC – Disconnect	NA
Multiple Call Appearances, per month	$.0891
NRC	$1.47
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	$.0013
NRC	$1.47
NRC – Disconnect	NA
Call by Call Access, per month	$.3621
NRC	$33.36
NRC – Disconnect	NA
Privacy Release, per month	$.0116
NRC	$1.51
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	$.1048
NRC	$1.51
NRC – Disconnect	NA
Make Set Busy, per month	$.0101
NRC	$1.51
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	$.2149
NRC	$1.51
NRC – Disconnect	NA
Code Restriction and Diversion, per month	$.0708
NRC	$1.51
NRC – Disconnect	NA
Call Park, per month	$.0694
NRC	$1.51
NRC – Disconnect	NA
Automatic Line, per month	$.1179
NRC	$1.51

NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	$.0138
NRC	$1.47
NRC – Disconnect	NA
ISDN Feature Function Buttons	
NRC	$1.51
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	
NRC – Electronic – 1st	$1.36
NRC – Electronic – Add'l	$.71
NRC – Manual – 1st	$7.35
NRC – Manual – Add'l	$.95
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019295
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$.0002581
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006843
Tandem Interoffice Trunk Port--Shared per mou	$.0004034
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.0000121
Common (Shared) Transport Facilities Termination per mou	$.0004672
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0373
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.42
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	$39.63
NRC - Incremental Charge—Manual Svc Order - Add'l	$39.63
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0373
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.71
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	$39.63
NRC - Incremental Charge—Manual Svc Order - Add'l	$39.63
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.7598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$94.98
NRC - 1st	$216.27

NRC - Add'l	$162.70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$40.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$600.00
NRC - 1st	$67.19
NRC - Add'l	$67.19
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$16.83
NRC - 1st	$554.00
NRC - Add'l	$88.58
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$18.05
NRC - 1st	$562.46
NRC - Add'l	$91.57
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$37.20
NRC - 1st	$534.81
NRC - Add'l	$462.81
NRC - Disconnect Chg - 1st	NA

NRC - Add'l	$162.70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$40.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$600.00
NRC - 1st	$67.19
NRC - Add'l	$67.19
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$16.83
NRC - 1st	$554.00
NRC - Add'l	$88.58
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$18.05
NRC - 1st	$562.46
NRC - Add'l	$91.57
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$37.20
NRC - 1st	$534.81
NRC - Add'l	$462.81
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	$87 99
NRC - Incremental Charge—Manual Svc Order-Disconnect	$3.11
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	$0.1024
NRC – 1st	$41.50
NRC – Add'l	$38.94
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5.16
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.16
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	$0.2047
NRC – 1st	$41.56
NRC – Add'l	$38.90
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5.12
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.12
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA

NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$.0019295
Tandem Switching, per mou	$.0006843
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$2,406.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$765.30
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$72.45
NRC - Incremental Charge - Manual Svc Order – 1st	NA
NRC - Incremental Charge - Manual Svc Order – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(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) 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 avail- able only through Bona Fide Request/New Business Request Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Bona Fide Request 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.

(6) 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.

(7) This charge is only applicable where signaling usage measurement or billing

capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

TENNESSEE
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services), Local Interconnection, Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. Unbundled Network Elements

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The interim prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC INTERIM RATES - TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Certain rates are subject to true up)

NID	
NID (all types), per month	$0.56
Installation of 2-Wire/4-Wire CLEC NID. NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID. NRC - Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA

NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	

2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1

2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1

	BST GSST A4.3.1
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.79
NRC - 1st	$587.00
NRC - Add'l	$255.00
NRC - Incremental Charge--Manual Service Order--1st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.23
NRC - 1st	$587.00
NRC - Add'l	$255.00
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$493.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.46
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING PORTS	
2-Wire Analog Line Port (Res., Bus.), per month	$1.90

NRC - 1st all types)	BST GSST A4 3.1
NRC - Add'l (all types)	BST GSST A4 3.1
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC – Incremental Charge–Manual Svc Order – Disconnect – 1st	NA
NRC – Incremental Charge–Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA

4-Wire DS1 Port w/DID capability, per month	$120.00
NRC - 1st	To be Negotiated
NRC - Add'l	To be Negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$308.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA

NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA

NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged-Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
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	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA

Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.000676
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
[redacted]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$0.0019
Tandem Switching, per mou	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

	apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Diconnect – 1st	NA
NRC – Diconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(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) 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 avail- able only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request 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.

(6) 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.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

(9) Prices for AIN to be determined upon development of mediation device.

(10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.

Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.000675
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
9-25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
Over 25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$133.81
NRC - 1st	$868.97
NRC - Add'l	$486.83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1st	NA
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$0.0019
Tandem Switching, per mou	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$0.0019
Tandem Switching, per mou	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

	apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Diconnect – 1st	NA
NRC – Diconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(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) 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 avail- able only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request 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.

(6) 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.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

(9) Prices for AIN to be determined upon development of mediation device.

(10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

TABLE OF CONTENTS

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

CATEGORY	FUNCTION*	SQM PAGE #
Pre-Ordering and Ordering OSS	1. Average OSS Response Interval	3
	2. OSS Interface Availability	3
Ordering	1. Percent Flow-through Service Requests	6
	2. Percent Rejected Service Requests	6
	3. Reject Interval	6
	4. Firm Order Confirmation Timeliness	7
	5. Speed of Answer in Ordering Center	7
Provisioning	1. Average Completion Interval & Order Completion Interval Distribution	9
	2. Held Order Interval Distribution and Mean Interval	9
	3. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	13
	4. Percent Missed Installation Appointments	14
	5. Percent Provisioning Troubles within 30 days	14
	6. Coordinated Customer Conversions	16
	7. Average Completion Notice Interval	17
Maintenance & Repair	1. OSS Interface Availability	18
	2. Average OSS Response Interval	18
	3. Average Answer Time - Repair	18
	4. Missed Repair Appointments	19
	5. Customer Trouble Report Rate	20
	6. Maintenance Average Duration	21
	7. Percent Repeat Troubles within 30 days	21
	8. Out of Service > 24 Hours	21
Billing	1. Invoice Accuracy & Timeliness	22
	2. Usage Data Delivery Accuracy	23
	3. Usage Data Delivery Timeliness and Completeness	23
Operator Services (ToH) and Directory Assistance	1. Average Speed to Answer	24
	2. Percent Answered within "X" Seconds	24
E911	1. Timeliness	26
	2. Accuracy	26
Trunk Group Performance	1. Trunk Group Service Summary	28
	2. Trunk Group Service Detail	28
Collocation	1. Average Response Time	30
	2. Average Arrangement Time	30
	3. % of Due Dates Missed	30

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

Appendix A	Reporting Scope	31
Appendix B	Glossary of Acronyms and Terms	33
Appendix C	Audit Policy	37

* These reports are subject to change due to regulatory requirements and or to correct errors, etc.

PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	1. **Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period)** The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured. **Definition:** Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). 2. **OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
• Not CLEC specific. • Not product/service specific. • Regional Level	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	**1. Percent Flow-through Service Requests = ∑ (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.** **Definition:** Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. **2. Percent Rejected Service Requests = ∑ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Definition:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. **3. Reject Interval = ∑ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.** **Definition:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	4. **Firm Order Confirmation Timeliness = ∑ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)** **Definition:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 5. **Speed of Answer in Ordering Center = ∑ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Definition:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic dissagregation as required by State Commission Order. • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	1. **Average Completion Interval = $\sum$ [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period)** 2. **Order Completion Interval Distribution = $\sum$ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST issues a FOC or SOCs date time stamp receipt of a order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect. **Definition:** Average time from issue date of service order to actual order completion date. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order.
• ISDN Orders included in Non Design - GA Only
• Dispatch/No Dispatch categories are not applicable to trunks.
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Canceled Service Orders
	• Initial Order when supplemented by CLEC
	• Order Activities of BST associated with internal or administrative use of local services
	• D & F orders

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	**1. Mean Held Order Interval = ∑ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **2. Held Order Distribution Intervals** (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100. This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Definition:** Average time orders continue in a "non-complete" state for an extended period of time. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	**3a. Average Jeopardy Interval = [∑ (Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period).** **3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.**

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE
	• Any order canceled by the CLEC will be excluded from this measurement
	• Orders held for CLEC end user reasons

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type	• No BST Analog Exists

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	**4. Percent Missed Installation Appointments = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* **Definition:** Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement **Methodology:** • Mechanized metric from ordering system **5. % Provisioning Troubles within 30 days of Service Order Activity = ∑ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100** **Definition:** Measures the quality and accuracy of completed orders **Methodology:** • Mechanized metric from ordering and maintenance systems.

PROVISIONING

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Orders canceled by the CLEC
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP. with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	6. **Average Coordinated Customer Conversion Interval = [∑ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- Disconnection Date and Time of an Unbundled Loop)]] / Total Number of Unbundled Loop Orders for the reporting period.**

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Delays due to CLEC following disconnection of the unbundled loop
	• Any order where the CLEC has not requested a coordinated cut over
	• Unbundled Loops where there is no existing subscriber loop

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders)	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	7. **Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period)** **Definition:** The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Under Development	• N/A

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	1. **OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured. **Methodology:** Mechanized reports from OSSs. 2. **OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.** **Definition:** Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions. **Methodology:** Mechanized reports from OSSs.

Function:	Average Answer Time - Repair Centers
Measurement Overview:	This measure s monitors that BSTs handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	1. **Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period** **Definition:** This measure demonstrates an average response time for the CLEC to contact a BST representative **Methodology:** Mechanized report from Repair Centers Automatic Call Distributors.

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	2. **Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** **Definition:** Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with internal or administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	1. **Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.** The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. **Definition:** Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

MAINTENANCE & REPAIR

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	3. **Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period** 4. **Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100** 5. **Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100** **Definition:** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from the receipt of a trouble until the trouble is cleared. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic

as required by State Commission Order	disaggregation as required by State Commission Order

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = [(Total Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Invoice Type
  ■ Resale
  ■ Unbundled Element Invoices (UNE)
  ■ Interconnection
	• Report Monthly
	• Retail Type
	  ■ CRIS
	  ■ CABS

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	1. **Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month** This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission. 2. **Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. 3. **Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Record Type
  ■ BellSouth Recorded
  ■ Non-BellSouth Recorded
	• Report Monthly
	• Record Type

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	**1. Average Speed to Answer (Toll) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **2. Percent Answered within "X" Seconds (Toll) =** Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty/twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

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OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	Excluded Situations:
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
• Month • Call Type (Toll or DA) • Average Speed of Answer	

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E911

Function:	Timeliness and Accuracy
Measurement Overview:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The E911 database update process ensures that the CLECs' updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When BST retail or resale records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy and timeliness measurements for BST and its CLEC resale customers.
Measurement Methodology:	**1. E911 Timeliness = [(Number of Record Updates) / (Number of Submitted Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch per end office is transmitted daily by BST to SCC. **Methodology:** Mechanized metric from SCC's E911 database. **2. E911 Accuracy = [(Number of Record Updates with No Initial Errors) / (Total Number of Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed by SCC with no initial errors. **Methodology:** Mechanized metric from SCC's 911 database. **3. E911 Mean Interval = E911 Mean Interval = Sum [(Date and Time of E911 Service Request Completion) - (Date and Time of E911 Service Request Acknowledgement)] / (Number of Service Requests Completed in Reporting Period)** **Definition:** Measures the mean interval of E911 database updates. **Methodology:** Mechanized metric from SCC's E911 database.

E911

Reporting Dimensions:	Excluded Situations:
• BST Aggregate (Includes CLEC resale customers) • State,Region and further geographic dissagregation as required by State Commission Order	• Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services • Facilities-based CLEC Orders.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Error Type • Average number of error • Standard Order Activity • State,Region and further geographic dissagregation as required by State Commission Order

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TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	1. **Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.** Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).** Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic dissagregation as required by State Commission Order	• Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail	• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail

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TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Collocation

Function:	Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	**1. Average Response Time = ∑ (Request Response Date & Time) - (Request Submission Date & Time)/Count of Responses Returned in Reporting Period.** **Definition:** Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing. Methodology: Manual **2. Average Arrangement Time = ∑ (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted)/Total Numbers of Collocation Arrangements Completed during Reporting Period.** **Definition:** Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.] Methodology: Manual **3. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.** **Definition:** Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Manual-

Reporting Dimensions:	Excluded Situations:
• State, Region and further geographic dissagregation as required by State Commission Order • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date	• Report Month • Application • Application Response

• Firm Order Submission Time • Space Acceptance Date	• Firm Order • BST Completion Date

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

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Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.

DSAPDDI	DSAP software contract for schedule information

E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N	NC	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

O	**OASIS**	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	**POTS**	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
Q		
R	**RNS**	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search

	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports.
	TN	Telephone Number
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs
2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs
3. the scope of the audit shall be jointly determined by Bellsouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Exhibit 3
to the Fourth Amendment
of the e.spire
Interconnection Agreement

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Exhibit were negotiated as a whole and each rate, term and condition within the Exhibit is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to e•spire that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)
(Resale/UNE non coordinated orders)

All other e•spire requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide e•spire access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record

information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. e•spire agrees 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 e•spire 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.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows e•spire to report and monitor service troubles and obtain repair services. BellSouth shall offer e•spire service trouble reporting in a non-discriminatory manner that provides e•spire the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides e•spire an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers e•spire access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of e•spire to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to e•spire with sufficient notice to allow e•spire to

make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by e•spire will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if e•spire wishes to reinstate an order, e•spire may be required to submit a new service order.

3.2 Single Point of Contact. e•spire will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by e•spire to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. e•spire and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by e•spire to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify e•spire that such an order has been processed, but will not be required to notify e•spire in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, 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 a

customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify e•spire subsequent to the disconnect order being completed.

3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

PARTIAL SETTLEMENT AGREEMENT

This Partial Settlement Agreement ("Agreement") is made and entered into this 19th day of April, 1999, by and between e.spire Communications, Inc. ("e.spire"), and BellSouth Telecommunications, Inc. ("BellSouth").

WHEREAS, e.spire has initiated complaint proceedings against BellSouth before the Georgia Public Service Commission, Docket 9281-U; the Florida Public Service Commission, Docket 981008-TP; and the Kentucky Public Service Commission, Docket 9281-U; and has filed a demand for arbitration with the American Arbitration Association, 16 Y 1999 00111 98, regarding BellSouth's reciprocal compensation obligations in Alabama, Louisiana, Mississippi and South Carolina (hereinafter referred to as the "Complaint Proceedings");

WHEREAS, in the Complaint Proceedings, e.spire alleges that it is entitled under its Interconnection Agreement with BellSouth, dated July 25, 1996, to select a reciprocal compensation rate for the termination of local traffic from another Interconnection Agreement;

WHEREAS, BellSouth denies e.spire's allegations;

WHEREAS, e.spire also has filed for arbitration concerning a replacement interconnection agreement in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee ("Arbitration Proceedings"), and that one of the issues in the arbitration concerns the applicable reciprocal compensation rates for the termination of local traffic;

WHEREAS, the parties have entered into an amendment to their agreement ("Amendment") which will establish applicable reciprocal compensation rates on a going forward basis;

WHEREAS, the parties desire to resolve the dispute between them concerning the applicable reciprocal compensation rates prior to the effective date of the Amendment;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Reciprocal Compensation Rates.

1.1 In the event that reciprocal compensation is due for the termination of local traffic under the Agreement, the parties agree that the following reciprocal compensation rates will apply: (a) the opt-in reciprocal compensation rates set forth in Schedule 1.1 from the date the 2 million minute of use out of balance threshold has been met, if ever, until August 31, 1998; (b)$.004 per minute of use from September 1, 1998, until December 31, 1998; and (c) Commission-approved rates for the transport and termination of local traffic from January 1, 1999 until the effective date of the Amendment.

1.2 Nothing herein shall be construed as an acknowledgment that reciprocal compensation is due either party for traffic terminated on the other party's network prior to September 1, 1998. Each party expressly reserves the right to challenge in the Complaint Proceedings whether the 2 million minute of use out of balance threshold was met prior to September 1, 1998, as well as whether traffic to Internet Service Providers should be considered in calculating this threshold, and neither party waives its right to seek reconsideration or appeal of these issues. The Parties preserve their right to seek regulatory or judicial resolution of the issue of whether calls to ISPs constitute "local" traffic for reciprocal compensation purposes.

2. Confidentiality

2.1 e.spire and BellSouth, and their respective counsel and agents, agree that they shall never disclose for any purpose to any third person or entity, the terms, conditions, or content of this Agreement or any negotiations or other matters relating thereto, except as may be required by law, rule or order of a court or regulatory body of competent jurisdiction, or to enforce the terms of this Agreement.

2.2 e.spire and BellSouth each acknowledge that violation of this confidentiality provision would cause the other party irreparable injury for which it would have not adequate remedy at law, and the injured party shall be entitled to preliminary and other injunctive relief against any such violation. Such injunctive relief shall be in addition to any other remedies or rights that the injured party may have a law or in equity.

3. Dismissal Of The Arbitrations And Waiver Of Challenge

3.1 Upon execution of this Agreement by the parties, e.spire shall file written notice with the various state commissions dismissing the Arbitration Proceedings.

3.2 For the purposes of Section 1.1(a) above, BellSouth agrees to forgo any challenge to e.spire's selection of a reciprocal compensation rate for the termination of local traffic from another Interconnection Agreement, with the understanding that no reciprocal compensation will be paid for terminating local traffic in any given state prior to September 1, 1998 unless a court, regulatory body, or arbitration panel of competent jurisdiction determines that the 2 million minute of use out of balance threshold was met in that state.

4. Enforcement Of The Settlement Agreement

4.1 If either party materially breaches any provision of this Agreement, the non-breaching party may commence an action to enforce the terms of the Agreement.

4.2 If any such action is commenced in a court or before a regulatory body, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, as determined by the court or regulatory body.

5. Miscellaneous Provisions.

5.1 e.spire and BellSouth understand and agree that this settlement is made in compromising disputed claims in the Complaint Proceeding. The terms of this Agreement are not to be construed as an admission of liability or responsibility by BellSouth, and such liability and responsibility is expressly denied. This Settlement Agreement and the statements contained here may not be cited as precedent in any other matter or proceeding or in any future dealings between the parties.

5.2 In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such a determination shall not affect any other provision of this Agreement.

5.3 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed by the parties.

5.4 The parties state that they have carefully read the within and foregoing Settlement Agreement and know and understand the contents thereof, and that they execute the same as their own free act and deed.

WHEREFORE, the parties hereto have caused their authorized representatives to bind them by entering into this Agreement which is effective, as of the date last signed.

BellSouth Telecommunications, Inc.	e.spire Communications, Inc.
By:_____	By:_____
Title:_____	Title: _____
Date: _____	**Date:** _____