

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And Network Telephone Corporation Dated May 6, 1998**

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 6, 1998 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on May 6, 1998, 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 entered into between BellSouth and Network Telephone is hereby amended to delete Attachment 4 in its entirety and replace it with a new Attachment 4, attached hereto as Exhibit 1, which incorporates the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147.
2. All of the other provisions of the Agreement, dated May 6, 1998, 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.

Network Telephone Corporation

BellSouth Telecommunications, Inc.

Signature on File
Signature

Signature on File
Signature

Johnny Matthews
Printed Name

Jerry D. Hendrix
Printed Name

EVP/Chief Financial Officer
Title

Sr. Director
Title

01/05/2000
Date

01/10/2000
Date

Exhibit 1

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

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.

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone 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 Attachment, BellSouth hereby grants to Network Telephone a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Network Telephone 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 Network Telephone may contemplate a request for space sufficient to accommodate Network Telephone'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, Network Telephone 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 Network Telephone'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. Network Telephone shall use the Collocation Space for the purposes of installing, maintaining and operating Network Telephone'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, Network Telephone may at its option, place Network Telephone-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Network Telephone 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 Network Telephone 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. Network Telephone agrees to pay the rates and charges identified at Exhibit A attached hereto.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Network Telephone to physically collocate, pursuant to the terms of this Attachment, 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 Network Telephone, 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 Network Telephone 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 Network Telephone and inform Network Telephone of the time frame under which it can respond.

2.3 Denial of Application. After notifying Network Telephone that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Network Telephone, 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.

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. 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 Network Telephone 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.

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.

2. COLLOCATION OPTIONS

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Network Telephone to collocate Network Telephone'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 Network Telephone to have direct access to its equipment and facilities but may require Network Telephone 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 Network Telephone'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, Network Telephone 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 Network Telephone's equipment and facilities at Network Telephone's option or if required by local building code. Network Telephone 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, Network Telephone and Network Telephone's BellSouth certified contractor must comply with local building code requirements. Network Telephone'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 Network Telephone directly for all work performed for Network Telephone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Network Telephone 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 Network Telephone's locked enclosure prior to notifying Network Telephone.

3.2.1 BellSouth has the right to review Network Telephone'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 Network Telephone to remove or correct at Network Telephone's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. Network Telephone may allow other telecommunications carriers to share Network Telephone's caged collocation arrangement pursuant to terms and conditions agreed to by Network Telephone ("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. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Network Telephone.

3.3.1 Network Telephone 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 Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment 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 Network Telephone 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 Network Telephone'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 Network Telephone and in conformance with BellSouth's design and construction specifications. Further, Network Telephone shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Network Telephone elect such option, Network Telephone 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, Network Telephone and Network Telephone's contractor must comply with local building code requirements. Network Telephone's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Network Telephone's BellSouth Certified Vendor shall bill Network Telephone directly for all work performed for Network Telephone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Network Telephone 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 Network Telephone's locked enclosure prior to notifying Network Telephone.

3.4.2 BellSouth maintains the right to review Network Telephone'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 Network Telephone, at Network Telephone'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.

3.4.3 Network Telephone shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Network Telephone's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Network Telephone's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Network Telephone in writing that the Collocation Space is ready for occupancy. Network Telephone must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Network Telephone 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 Network Telephone 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

Network Telephone's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Network Telephone with respect to said Collocation Space. Termination of Network Telephone's rights to the Collocation Space pursuant to this paragraph shall not operate to release Network Telephone 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 Attachment. For purposes of this paragraph, Network Telephone'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, Network Telephone may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Network Telephone at its expense shall remove its equipment and other property from the Collocation Space. Network Telephone shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Network Telephone's Guests; provided, however, that Network Telephone shall continue payment of monthly fees to BellSouth until such date as Network Telephone has fully vacated the Collocation Space. Should Network Telephone 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 Network Telephone at Network Telephone's expense and with no liability for damage or injury to Network Telephone's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Network Telephone shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Network Telephone except for ordinary wear and tear. Network Telephone 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 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

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

5.2 Entrance Facilities. Network Telephone may elect to place Network Telephone-owned or Network Telephone-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. Network Telephone will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Network Telephone 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 Network Telephone's equipment in the Collocation Space. In the event Network Telephone utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Network Telephone must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Network Telephone is responsible for maintenance of the entrance facilities. At Network Telephone'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 Attachment, BellSouth shall provide Network Telephone 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 Network Telephone'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. Network Telephone may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Network Telephone collocation arrangement within the same BellSouth Central Office. Network Telephone must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Network Telephone-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Network Telephone request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Network Telephone by BellSouth, Network Telephone 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 Network Telephone's equipment and/or network and BellSouth's network. BellSouth shall use its best efforts to designate the closest demarcation point available. 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. Network Telephone shall be responsible for providing, and Network Telephone's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Network Telephone 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. At Network Telephone's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Network Telephone's Equipment and Facilities. Network Telephone, or if required by this Attachment, Network Telephone'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 Network Telephone. 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 (Direct Connection). In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, Network Telephone 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 Network Telephone or through BellSouth facilities designated by Network Telephone, at Network Telephone's option. Such connections to other carriers may be made using either optical or electrical facilities. Network Telephone may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If Network Telephone requests a co-Carrier cross-connect after the initial installation, Network Telephone must submit an application with a Subsequent Application Fee. Network Telephone must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Network Telephone equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Network Telephone's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Network Telephone 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 Network Telephone when access to the Collocation Space is required. Network Telephone may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Network Telephone will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, Network Telephone shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Network Telephone 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. Network Telephone agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Network Telephone employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Network Telephone or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. Network Telephone shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Network Telephone 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), Network Telephone 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. If BellSouth reasonably determines that any equipment or facilities of Network Telephone violates the provisions of this paragraph, BellSouth shall give written notice to Network Telephone, which notice shall direct Network Telephone to cure the violation within forty-eight (48) hours of Network Telephone's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Network Telephone fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, 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 Network Telephone's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone prior to taking such action and shall have no liability to Network Telephone for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Network Telephone 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, 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 Network Telephone 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 Network Telephone at any time. Any damage caused to the Collocation Space by Network Telephone's employees, agents or representatives during the removal of such property shall be promptly repaired by Network Telephone at its expense.

5.11 Alterations. In no case shall Network Telephone or any person acting on behalf of Network Telephone 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 Network Telephone.

5.12 Janitorial Service. Network Telephone 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. Network Telephone shall submit an application document when Network Telephone or Network Telephone'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 Network Telephone or Network Telephone's Guest(s) initial equipment placement, Network Telephone 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 Network Telephone's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Network Telephone or Network Telephone's Guest(s) desire to modify the use of the Collocation Space, Network Telephone shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Network Telephone 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 Network Telephone 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 Network Telephone. 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 Network Telephone within 30 calendar days following Network Telephone'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 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 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 Network Telephone or differently configured, Network Telephone must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. Network Telephone 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 Network Telephone 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 Network Telephone's Application/Inquiry. If Network Telephone 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 Network Telephone's application as a result of changes requested by Network Telephone to Network Telephone's original application, then BellSouth will charge Network Telephone 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 Network Telephone 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 Network Telephone'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 Network Telephone's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Network Telephone.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Network Telephone 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 Network Telephone 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 Network Telephone 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 will be provided to Network Telephone 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. Network Telephone and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Network Telephone. BellSouth will correct any deviations to Network Telephone'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 Certified Vendor. Network Telephone 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, Network Telephone must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Network Telephone with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Network Telephone'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 Network Telephone upon successful completion of installation. The Certified Vendor shall bill Network Telephone directly for all work performed for Network Telephone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Network Telephone or any vendor proposed by Network Telephone.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Network Telephone shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Network Telephone's Collocation Space. Upon request, BellSouth will provide Network Telephone with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Network Telephone. 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 Network Telephone, 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. Network Telephone's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Network Telephone 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 Network Telephone in an amount equal to Network Telephone 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, Network Telephone may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Network Telephone 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, Network Telephone 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 Network Telephone, such information will be provided to Network Telephone in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Network Telephone within 180 days of BellSouth's written denial of Network Telephone's request for physical collocation, and (ii) Network Telephone was not informed in the written denial that

physical collocation space would become available within such 180 days, then Network Telephone 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 Network Telephone 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, Network Telephone cancels its order for the Collocation Space(s), Network Telephone 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 Network Telephone would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Network Telephone, 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, Network Telephone 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 Network Telephone'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 Network Telephone 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 Network Telephone's equipment. When the Collocation Space is enclosed, Network Telephone shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Network Telephone 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 Network Telephone's collocated equipment requires special cable racking, isolated grounding or other treatment which

prevents placement within conventional equipment rack lineups, Network Telephone 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 Network Telephone first occupies the Collocation Space, whichever is sooner.

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

7.5.1 Recurring 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 Network Telephone'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), and installed by Network Telephone's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Network Telephone's certified power vendor. Network Telephone's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of Network Telephone's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by Network Telephone on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Network Telephone's power requirements. Network Telephone shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. If Network Telephone does not require power feeders from a BDFB, the BDFB component will not be applied to the power plant construction charge. If Network Telephone requires power feeders from both a BellSouth power board and a BellSouth BDFB, the power plant construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Network Telephone shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Network Telephone 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. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Network Telephone 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 Attachment Network Telephone 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 Attachment, such upgrades shall become the property of BellSouth. Network Telephone is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to Network Telephone's equipment. When obtaining power

from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Network Telephone using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by Network Telephone must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Network Telephone's arrangement area. Network Telephone shall contract a BellSouth certified vendor who will be responsible for the following: power cable support structure within Network Telephone's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a certified power vendor. Network Telephone shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

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 Service Panel, fuses and power cables must be engineered (sized), and installed by Network Telephone's certified vendor. Network Telephone'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 Network Telephone 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, Network Telephone shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Network Telephone. 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 Attachment shall be due thirty (30) days after receipt of the bill (payment due

date). Network Telephone 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 Network Telephone 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 Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Network Telephone 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 by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.2.3 Network Telephone 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 The limits set forth in Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Network Telephone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Network Telephone 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 Attachment or until all Network Telephone's property has been removed from BellSouth's Central Office, whichever period is longer. If Network Telephone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone.

8.5 Network Telephone 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. Network Telephone shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Network Telephone's insurance company. Network Telephone 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

8.6 Network Telephone 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.

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

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Network Telephone), 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 Network Telephone's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Network Telephone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone 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 Network Telephone will be permitted in the BellSouth Central Office. Network Telephone 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 Network Telephone name. BellSouth reserves the right to remove from its premises any employee of Network Telephone not possessing identification issued by Network Telephone. Network Telephone shall hold BellSouth harmless for any damages resulting from such removal of its

personnel from BellSouth premises. Network Telephone shall be solely responsible for ensuring that any Guest of Network Telephone is in compliance with all subsections of this Section 11.

11.1.1 Network Telephone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Network Telephone employee being considered for work on the BellSouth Central Office, for the states/counties where the Network Telephone 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 Network Telephone 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 Network Telephone shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Network Telephone shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Network Telephone personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Network Telephone employee requiring access to a BellSouth Central Office pursuant to this agreement, Network Telephone 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, Network Telephone will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Network Telephone shall promptly remove from the BellSouth's premises any employee of Network Telephone BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Network Telephone's employees, agents, or contractors. Network Telephone and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Network Telephone's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Network Telephone for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Network Telephone's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Network Telephone for BellSouth property which is stolen or damaged where an investigation determines the culpability of Network Telephone's employees, agents, or contractors. Network Telephone 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 Network Telephone 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. Network Telephone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by Network Telephone Employees. Use of any BellSouth supplies by a Network Telephone 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 Network Telephone as may be all associated investigative costs. At BellSouth's request, Network Telephone shall promptly and permanently remove from BellSouth's Central Office any employee of Network Telephone found to be in violation of this rule.

11.4 Use of Official Lines by Network Telephone Employees. Except for local calls necessary in the performance of their work, Network Telephone employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Network Telephone's employees may be charged to Network Telephone as may be all associated investigative costs. At BellSouth's request, Network Telephone shall promptly and permanently remove from BellSouth's premises any employee of Network Telephone 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 Network Telephone's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, 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 Network Telephone'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 Network Telephone, 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. Network Telephone 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 Network Telephone's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Network Telephone. Where allowed and where practical, Network Telephone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Network Telephone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Network Telephone's permitted use, until such Collocation Space is fully repaired and restored and Network Telephone's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Network Telephone has placed an Adjacent Arrangement pursuant to section 3.4, Network Telephone 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 Attachment 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 Network Telephone shall each have the right to terminate this Attachment 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 Network Telephone understands that this Attachment 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.

EXHIBIT A: SCHEDULE OF RATES AND CHARGES

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	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00
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)			
		Per first 100 sq. ft. Per add'l 50 sq. ft.		\$4,500.00 \$2,250.00
PE1PJ	Floor Space	Per square foot Zone A Zone B	\$7.50 \$6.75	NA NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA

EXHIBIT A: SCHEDULE OF RATES AND CHARGES (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
PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects	Per Cross Connect		First / Additional
	2-wire		\$.30	\$19.20 / \$19.20
	4-wire		\$.50	\$19.20 / \$19.20
	DS-1		\$8.00	\$155.00 / \$27.00
	DS-3		\$72.00	\$155.00 / \$27.00
PE1ES Fiber PE1DS Copper	Direct Connection (Note 4)			Subsequent to Application
	Fiber Arrangement	Cable Support Structure, per linear foot (existing)	\$0.06	\$246.00
	Copper or Coaxial	Cable Support Structure (new)	\$0.03	\$246.00
			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: SCHEDULE OF RATES AND CHARGES (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PE PE1PF PE1PG PE1PH	POT Bay Arrangements <i>Prior to 6/1/99</i> 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect	Per Cross Connect	\$0.40 \$1.20 \$1.20 \$8.00	NA NA NA NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half- hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00

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 Attachment, Network Telephone 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 Network Telephone opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Network Telephone as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** 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. Network Telephone 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 Network Telephone for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: SCHEDULE OF RATES AND CHARGES (cont.)

- (4) **Direct Connection:** Network Telephone 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.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Network Telephone-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, Network Telephone 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 Network Telephone 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 Network Telephone 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. Network Telephone should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Network Telephone to follow when working at a BellSouth Premises (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. Network Telephone will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Network Telephone space with proper notification. BellSouth reserves the right to stop any Network Telephone 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 Premises by Network Telephone are owned by Network Telephone. Network Telephone 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 Network Telephone or different hazardous materials used by Network Telephone at BellSouth Facility. Network Telephone must demonstrate adequate emergency response capabilities for its

materials used or remaining at the BellSouth Facility.

EXHIBIT B
Page 2 of 4

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and Network Telephone 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 Network Telephone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Network Telephone 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 Network Telephone 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 Premises, Network Telephone 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. Network Telephone further agrees to cooperate with BellSouth to ensure that Network Telephone'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 Network Telephone, its employees, agents and/or subcontractors.

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

EXHIBIT B
Page 3 of 4

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 Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (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	P&SM Manager -

	<p>disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat & Waste Asbestos notification protection of BST employees and equipment</p>	<p>Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT</p>
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 Master
Interconnection Agreement between
Network Telephone Corporation and
BellSouth Telecommunications, Inc.
Dated May 6, 1998**

Pursuant to this Agreement (the "Amendment"), Network Telephone Corporation ("Network Telephone") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and Network Telephone dated May 6, 1998.

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, Network Telephone and BellSouth hereby covenant and agree as follows:

1. BellSouth will provide, and Network Telephone will accept and pay for Unbundled 2-wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loops. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record. Rates for the 2-wire HDSL Loop are as set forth in Exhibit A to this Amendment.
2. Section 8.3, Dedicated Transport, of the Agreement is deleted and replaced in its entirety with the provisions for Dedicated Transport, including, Unbundled Interoffice Transport, Unbundled Local Channel, and Dark Fiber, as set forth in Attachment 1 to this Amendment.
3. Section 2.4 is added to the Agreement to include provisions for Unbundled Copper Loops as set forth in Attachment 3 to this Amendment. Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.
4. Section 4, Trunk Groups, of Attachment 3, Local Interconnection, is amended to incorporate terms and conditions for Multiple Tandem Access ("MTA") as defined in Attachment 2 to this Amendment. Rates for MTA are as set forth in Exhibit B to this Amendment.
5. Attachment 1, Resale, of the parties Interconnection Agreement is amended to incorporate terms, conditions and rates for Resale as set forth in Attachment 4 to this Amendment. This amendment shall supercede the Parties Resale Agreement dated February 7, 1998 in its entirety.

6. Exhibits 1 through 9 of Attachment 11, Pricing, are deleted and replaced in their entirety with Exhibits A through D. Rates contained in Exhibits A through D are as follows:

Exhibit A	Rates for Network Elements and Other Services reflected in Attachment 2 of the Agreement and additional elements/services provided pursuant to this Amendment
Exhibit B	Rates for Local Interconnection elements/services reflected in Attachment 3 to the Agreement and additional services/elements provided pursuant to this Amendment
Exhibit C	Rates for Interim Number Portability provided for in Attachment 5 of the Agreement
Exhibit D	Rates for ADUF/AODUF/ODUF

7. All of the other provisions of the Interconnection Agreement, dated May 6, 1998, shall remain in full force and effect.
8. 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.

Network Telephone Corporation

By: Signature on File

By: Signature on File

Name: Jerry D. Hendrix

Name: Dennis C. Allen

Title: Sr. Director-Interconnection Services

Title: Senior Vice President

Date: 02/01/2000

Date: 01/28/2000

8.3 Dedicated Transport

8.3.1 Definitions

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

8.3.1.2 Unbundled Local Channel

Unbundled Local Channel is the dedicated transmission path between Network Telephone's Point of Presence and the BellSouth Serving Wire Center's collocation.

8.3.1.3 Unbundled Interoffice Channel.

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

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

8.3.2.1 As capacity on a shared UNE facility.

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

8.3.3 When Dedicated Transport is provided it shall include:

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

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

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

8.3.5 Technical Requirements

Attachment 1 to Amendment

- 8.3.5.1 This Section sets forth technical requirements for all Dedicated Transport.
- 8.3.5.1.1 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Network Telephone designated traffic.
- 8.3.5.1.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 8.3.5.1.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“CI to CO”) connections in the appropriate industry standards.
- 8.3.5.1.4 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.3.5.1.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 8.3.5.1.6 DS0 Equivalent;
 - 8.3.5.1.7 DS1 (Extended SuperFrame - ESF);
 - 8.3.5.1.8 DS3 (signal must be framed);
 - 8.3.5.1.9 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 8.3.5.1.10 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth’s network infrastructure to allow for the termination points specified by Network Telephone.
- 8.3.6 National References:
 - 8.3.6.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;

Attachment 1 to Amendment

- 8.3.6.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats;*
- 8.3.6.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching;*
- 8.3.6.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings;*
- 8.3.6.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces;*
- 8.3.6.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DSI Supplement;*
- 8.3.6.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications;*
- 8.3.6.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DSI Metallic Interface;*
- 8.3.6.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification;*
- 8.3.6.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement);*
- 8.3.6.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user’s guide, First Edition, 1999-11;
- 8.3.6.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;
- 8.3.6.13 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces;*

- 8.3.6.14 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
- Attachment 1 to Amendment**
- 8.3.6.15 Telecordia (formerly Bellcore) Technical Documents:
- 8.3.6.16 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;
- 8.3.6.17 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;
- 8.3.6.18 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;
- 8.3.6.19 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994
- 8.3.6.20 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;
- 8.3.6.21 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.3.6.22 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;
- 8.3.6.23 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.3.6.24 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;
- 8.3.6.25 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 8.3.6.26 Telecordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;
- 8.3.6.27 BellSouth Technical References:
- 8.3.6.28 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

Attachment 1 to Amendment

- 8.3.6.29 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
- 8.3.6.30 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 8.3.7 Dark Fiber
- 8.3.7.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.
- 8.3.7.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.
- 8.3.7.3 Requirements
- 8.3.7.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Network Telephone pursuant to the prices set forth in this Attachment.
- 8.3.7.3.2 Network Telephone may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 8.3.7.3.3 BellSouth shall use its best efforts to provide to Network Telephone information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Network Telephone ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 8.3.7.3.4 BellSouth shall use its best efforts to make Dark Fiber available to Network Telephone within thirty (30) business days after it receives written confirmation

Attachment 1 to Amendment

from Network Telephone that the Dark Fiber previously deemed available by BellSouth is wanted for use by Network Telephone. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Network Telephone to connect or splice Network Telephone provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

MULTIPLE TANDEM ACCESS (MTA)

4. **Trunk Groups**

- 4.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Network Telephone-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Network Telephone must still establish Points of Interconnection at all BellSouth access tandems where Network Telephone NXXs are “homed”. If Network Telephone does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Network Telephone can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Network Telephone does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth’s Ordering Guidelines.
- 4.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Network Telephone’s NXX Access Tandem homing arrangement as specified by Network Telephone in the national Local Exchange Routing Guide (LERG).
- 4.3 For Network Telephone-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 4.4 The Parties agree that compensation for the BellSouth transport and/or termination of Network Telephone’s local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Attachment 11 to the Agreement for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

- 4.5 To the extent Network Telephone does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Network Telephone must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent Network Telephone does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent that Network Telephone routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Network Telephone agrees to pay BellSouth the associated transport and termination charges.

UNBUNDLED COPPER LOOPS

- 2.4 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) 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.
- 2.4.1 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.
- 2.4.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. CLEC may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLEC's choosing. CLEC will determine the type of service that will be provided over the loop.
- 2.4.3 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 expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.4.4 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.4.4.1 Technical Requirements
- 2.4.4.1.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

Attachment 3 to Amendment

- 2.4.4.1.2 Network Telephone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.4.4.1.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Network Telephone will be consistent with industry standards and BellSouth's TR73600.
- 2.4.1.1.4 Network Telephone may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Network Telephone orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Network Telephone using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.4.1.1.5 In some instances, Network Telephone will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Network Telephone can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Network Telephone will determine the type of service that will be provided over the loop. In some cases, Network Telephone may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.4.1.1.6 In cases in which Network Telephone has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

Attachment 3 to Amendment

- 2.4.1.1.7 Network Telephone, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Network Telephone's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Network Telephone will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.4.1.1.8 In addition, Network Telephone recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Network Telephone has placed on the loop. If this occurs, BellSouth will work cooperatively with Network Telephone to restore the circuit to its previous modified status as quickly as possible. Network Telephone will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.4.2 The loop shall be provided to Network Telephone in accordance with the following Technical References:
- 2.4.2.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification
- 2.4.2.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.4.2.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.4.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.4.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

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Attachment 1

Resale

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RESALE

1. Discount Rates

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

2. Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Network Telephone subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

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

3. General Provisions

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

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

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

3.3.1 Network Telephone must resell services to other end users.

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

3.3.3 Network Telephone cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

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

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- 3.5 Network Telephone will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Network Telephone for all services.
- 3.6 Network Telephone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of Network Telephone. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Network Telephone.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Network Telephone has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by Network Telephone, BellSouth will provide Network Telephone with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Network Telephone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Network Telephone cancel its reservations of numbers. Network Telephone shall comply with such request.
- 3.12 Further, upon Network Telephone's request, and for the purpose of the resale of BellSouth's telecommunications services by Network Telephone, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Network Telephone's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Network

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Telephone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Network Telephone's reasonable need in that particular CLLIC.

- 3.13 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Network Telephone.
- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by Network Telephone or its end users as part of providing service to Network Telephone for purposes of resale or otherwise.
- 3.18 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of Network Telephone will be directed to Network Telephone. BellSouth will bill Network Telephone for implementing any requests by law enforcement agencies regarding Network Telephone end users.
- 3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.19.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.19.2 Cause damage to BellSouth's plant;
 - 3.19.3 Impair the privacy of any communications; or
 - 3.19.4 Create hazards to any BellSouth employees or the public.
- 3.20 Network Telephone assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Network Telephone.

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- 3.21 Facilities and/or equipment utilized by BellSouth to provide service to Network Telephone remain the property of BellSouth.
- 3.22 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.23 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Network Telephone shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Network Telephone shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Network Telephone and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.24 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.25 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWT") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")

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

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- 3.26 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.27 All costs incurred by BellSouth for providing services requested by Network Telephone that are not covered in the BellSouth tariffs shall be recovered from Network Telephone if Network Telephone utilizes those services.
- 3.28 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4. BellSouth's Provision of Services to Network Telephone

- 4.1 Network Telephone agrees that its resale of BellSouth services shall be as follows:
 - 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by Network Telephone to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Network Telephone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.3 Network Telephone may resell services only within the specific resale service area as defined in its certificate.

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

5. Maintenance of Services

5.1 Network Telephone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

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

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

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

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

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

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

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

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

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6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Network Telephone will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Network Telephone's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Network Telephone that a current end user of BellSouth will subscribe to Network Telephone's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Network Telephone's end user customer. Network Telephone must, however, be able to demonstrate end user authorization upon request.
- 6.5 Network Telephone will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Network Telephone to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Network Telephone to the other LEC. BellSouth will notify Network Telephone that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Network Telephone has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Network Telephone as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Network Telephone. These charges can be adjusted if Network Telephone provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

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- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Network Telephone from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Network Telephone defaults on its account, service to Network Telephone will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Network Telephone. Network Telephone is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Network Telephone on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Network Telephone. Network Telephone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Network Telephone from Network Telephone's

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end user. BellSouth will not become involved in billing disputes that may arise between Network Telephone and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 7.4 BellSouth will render bills each month on established bill days for each of Network Telephone's accounts.
- 7.5 BellSouth will bill Network Telephone in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Network Telephone, and Network Telephone will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Network Telephone requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Network Telephone.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for

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

- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from Network Telephone, the total amount billed to Network Telephone will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Network Telephone will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Network Telephone's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. Network Telephone will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

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- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Network Telephone
- 7.10 BellSouth will not perform billing and collection services for Network Telephone as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Network Telephone end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between Network Telephone and Network Telephone's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Network Telephone shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Network Telephone to resolve the matter in as timely a manner as possible. Network Telephone may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
 - 8.1.1 Where possible, BellSouth will deny service to Network Telephone's end user on behalf of, and at the request of, Network Telephone. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Network Telephone.
 - 8.1.2 At the request of Network Telephone, BellSouth will disconnect a Network Telephone end user customer.
 - 8.1.3 All requests by Network Telephone for denial or disconnection of an end user for nonpayment must be in writing.
 - 8.1.4 Network Telephone will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Network Telephone when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Network Telephone and/or the end user against any claim, loss or damage arising from

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providing this information to Network Telephone. It is the responsibility of Network Telephone to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Network Telephone are as follows:
 - 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Network Telephone of the rules and regulations of BellSouth's Tariffs.
 - 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Network Telephone, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Network Telephone to receive notices of noncompliance, and discontinue the provision of existing services to Network Telephone at any time thereafter.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Network Telephone's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Network Telephone without further notice.
 - 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Network Telephone's services will be discontinued. Upon discontinuance of service on a Network Telephone's account, service to Network Telephone's end users will be denied. BellSouth will also reestablish service at the request of the end user or Network Telephone upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Network Telephone is solely responsible for notifying the end user of the proposed disconnection of the service.

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

9. Line Information Database (LIDB)

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

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

10. RAO Hosting

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

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

11. Optional Daily Usage File (ODUF)

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

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

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Exhibit A

APPLICABLE DISCOUNTS

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

DISCOUNT*			
STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECH	SOMAN

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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

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Exhibit B

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Exhibit B

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount ?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7.	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8.	AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
- Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Network Telephone and pursuant to which BellSouth, its LIDB customers and Network Telephone shall have access to such information. Network Telephone understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Network Telephone, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Network Telephone of fraud alerts so that Network Telephone may take action it deems appropriate. Network Telephone understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Network Telephone pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Network Telephone for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Network Telephone understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Network Telephone further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Network Telephone understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and

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such data which it includes in the LIDB on Network Telephone's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Network Telephone's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Network Telephone agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Network Telephone's end user accounts which are resident in LIDB pursuant to this Agreement. Network Telephone authorizes BellSouth to place such charges on Network Telephone's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Network Telephone hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Network Telephone shall have the responsibility to render a billing statement to its end users for these charges, but Network Telephone's obligation to pay BellSouth for the charges billed shall be independent of whether Network Telephone is able or not to collect from Network Telephone's end users.
- (d) BellSouth shall not become involved in any disputes between Network Telephone and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Network Telephone. It shall be the responsibility of Network Telephone and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

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

III. FEES FOR SERVICE AND TAXES

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- A. Network Telephone will not be charged a fee for storage services provided by BellSouth to Network Telephone, as described in Section I of this Agreement.

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Network Telephone. Network Telephone shall have the right to have BellSouth contest with the imposing jurisdiction, at Network Telephone's expense, any such taxes that Network Telephone deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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- 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. Network Telephone agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Network Telephone further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Network Telephone and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. (“BellSouth”), and Network Telephone (“Network Telephone”), effective the _____ day of _____, 199 __.

I. GENERAL

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

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.

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- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Network Telephone.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Network Telephone.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Network Telephone will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Network Telephone. BellSouth will not issue line-based calling cards in the name of Network Telephone's individual end users. In the event that Network Telephone wants to include calling card numbers assigned by the Network Telephone in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

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- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 2. Determine whether the Network Telephone has identified the billing number as one which should not be billed for collect or third number calls, or both.

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RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Network Telephone by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. Network Telephone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to Network Telephone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. Network Telephone must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Network Telephone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Network Telephone and will coordinate all associated conversion activities.
5. BellSouth will receive messages from Network Telephone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Network Telephone.
7. All data received from Network Telephone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in

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accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from Network Telephone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
9. BellSouth will receive messages from the CMDS network that are destined to be processed by Network Telephone and will forward them to Network Telephone on a daily basis.
10. Transmission of message data between BellSouth and Network Telephone will be via CONNECT:Direct.
11. All messages and related data exchanged between BellSouth and Network Telephone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. Network Telephone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for Network Telephone to send data to BellSouth more than sixty (60) days past the message date(s), Network Telephone 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 Network Telephone to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Network Telephone) identified and agreed to, the company responsible for creating the data (BellSouth or Network Telephone) 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

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of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from Network Telephone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Network Telephone of the error condition. Network Telephone 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, Network Telephone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
16. In association with message distribution service, BellSouth will provide Network Telephone with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. RAO Compensation
 - 18.1 Rates for message distribution service provided by BellSouth for Network Telephone are as set forth in Exhibit A to this Attachment.
 - 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
 - 18.3 Data circuits (private line or dial-up) will be required between BellSouth and Network Telephone for the purpose of data transmission. Where a dedicated line is required, Network Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Network Telephone 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

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Network Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Network Telephone will be the responsibility of Network Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

19. Intercompany Settlements Messages

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

19.2 Both traffic that originates outside the BellSouth region by Network Telephone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Network Telephone, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Network Telephone, involves a company other than Network Telephone, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

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

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

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of

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Network Telephone. BellSouth will distribute copies of these reports to Network Telephone on a monthly basis.

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

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

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

Optional Daily Usage File

1. Upon written request from Network Telephone, BellSouth will provide the Optional Daily Usage File (ODUF) service to Network Telephone pursuant to the terms and conditions set forth in this section.
2. Network Telephone shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Network Telephone customer.

Charges for delivery of the Optional Daily Usage File will appear on Network Telephones' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in Network Telephone's billing system will be the responsibility of Network Telephone. If, however, Network Telephone should encounter significant volumes of errored messages that prevent processing by Network Telephone within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

6.1.1 The following messages recorded by BellSouth will be transmitted to Network Telephone:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages

Exhibit E

- IntraLATA Toll
- WATS & 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (UNE only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Network Telephone.

6.1.4 In the event that Network Telephone detects a duplicate on Optional Daily Usage File they receive from BellSouth, Network Telephone will drop the duplicate message (Network Telephone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

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

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Network Telephone for the purpose of data transmission. Where a dedicated line is required,

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Network Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Network Telephone 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 Network Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Network Telephone will be the responsibility of Network Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Network Telephone end for the purpose of data transmission will be the responsibility of Network Telephone.

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 Network Telephone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Network Telephone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Network Telephone by BellSouth.

6.5 Control Data

Exhibit E

Network Telephone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Network Telephone received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Network Telephone for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from Network Telephone, BellSouth shall send test files to Network Telephone for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Network Telephone set up a production (LIVE) file. The live test may consist of Network Telephone's employees making test calls for the types of services Network Telephone requests on the Optional Daily Usage File. These test calls are logged by Network Telephone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Network Telephone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Network Telephone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The Network Telephone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Network Telephones' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Network Telephone will be the responsibility of Network Telephone. If, however, Network Telephone should encounter significant volumes of errored messages that prevent processing by Network Telephone within its systems, BellSouth will work with Network Telephone to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

- 7.1.1 The following messages recorded by BellSouth will be transmitted to Network Telephone:

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

Date of Call
From Number
To Number
Connect Time

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

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Network Telephone.

7.1.3 In the event that Network Telephone detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Network Telephone will drop the duplicate message (Network Telephone will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Network Telephone over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Network Telephone's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

Exhibit F

on Network Telephone's end for the purpose of data transmission will be the responsibility of Network Telephone.

7.3 Packing Specifications

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

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Network Telephone which BellSouth RAO that is sending the message. BellSouth and Network Telephone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Network Telephone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

**BELLSOUTH/CLEC-1 RATES
ODUF/EDOUF/CMDS/CNAM**

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDOUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID (all types), per month	UNDAX	NA	\$1.08	NA	\$1.80	NA	NA	\$0.52	NA	\$0.56
Installation of 2-Wire/4Wire CLEC NID	UNDAX									
NRC - 1st	UNDAX	NA	\$70.32	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	\$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	\$1.30	NA	\$1.21	NA	\$1.22	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	\$1.18	NA	\$1.10	NA	\$1.08	\$1.22	NA	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA	
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA	
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA	
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	
NRC - 1st	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	
NRC - Add'l	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	
NRC - Incremental Charge - Manual Svc. Ord. - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Nonrecurring Charge - customer transfer, feature additions, changes (1) LOOP, EXCLUDING NID		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA	
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$18.20	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA	
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	\$21.41	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA	
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$26.38	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA	
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	\$29.65	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA	
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	\$10.63	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$7.40	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$9.70	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA	
LOOP, INCLUDING NID											
2-Wire Analog VG Loop, per month	UEAL2	NA	\$17.00	NA	NA	NA	NA	\$16.71	NA	\$18.00	
NRC - 1st	UEAL2	NA	\$140.00	NA	NA	NA	NA	\$86.50	NA	\$58.50	
NRC - Add'l	UEAL2	NA	\$42.00	NA	NA	NA	NA	\$27.80	NA	\$31.00	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	\$55.00	NA	NA	NA	NA	\$55.00	NA	\$55.00	
2-Wire Analog VG Loop-SL1, per month	UEAL2	\$19.04	\$17.00	\$16.51	NA	\$19.35	\$21.26	\$16.71	\$22.49	\$18.00	
NRC - 1st	UEAL2	\$59.03	\$80.00	\$42.54	NA	\$40.69	\$59.25	\$86.50	\$70.44	\$78.93	
NRC - Add'l	UEAL2	\$43.14	\$55.00	\$31.33	NA	\$29.96	\$43.67	\$27.80	\$44.05	\$50.98	
NRC - Disconnect Charge - 1st	UEAL2	\$15.21	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEAL2	\$3.22	NA	NA	NA	\$3.36	\$4.06	NA	NA	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month	UEAL2	\$22.43	\$17.00	\$19.57	NA	\$22.84	\$25.05	\$25.89	\$26.25	\$26.02
NRC - 1st	UEAL2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$192.64	\$178.12	\$192.97
NRC - Add'l	UEAL2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$140.49	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAL2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month	UEAR2	\$22.43	\$17.00	\$19.57	NA	\$22.84	\$25.05	\$25.89	\$26.25	\$26.02
NRC - 1st	UEAR2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$192.64	\$178.12	\$192.97
NRC - Add'l	UEAR2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$140.49	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAR2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
2-Wire Analog VG Loop (Standard), per month	UEAL2	NA	NA	NA	\$20.00	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month	UEAL2	NA	NA	NA	\$23.35	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling, per month	UEAR2	NA	NA	NA	\$23.35	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop, per month	UEAL4	\$30.00	\$30.00	\$25.86	NA	\$31.52	\$30.55	\$27.20	\$35.86	\$18.00
NRC - 1st	UEAL4	\$293.70	\$141.00	\$206.95	NA	\$198.10	\$289.06	\$86.50	\$383.39	\$58.50
NRC - Add'l	UEAL4	\$241.76	\$43.00	\$170.57	NA	\$163.26	\$238.19	\$27.80	\$286.77	\$31.00
NRC - Disconnect Charge - 1st	UEAL4	\$108.96	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	\$57.01	NA	NA	NA	\$39.44	\$57.28	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
4-Wire Analog VG Loop (Standard), per month	UEAL4	NA	NA	NA	\$28.28	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop, per month	U1L2X	\$29.03	\$40.00	\$25.43	NA	\$27.36	\$29.83	\$27.20	\$32.47	\$18.00
NRC - 1st	U1L2X	\$331.85	\$306.00	\$233.38	NA	\$223.27	\$326.38	\$276.96	\$423.04	\$58.50
NRC - Add'l	U1L2X	\$255.87	\$283.00	\$180.35	NA	\$172.63	\$252.00	\$234.99	\$301.75	\$31.00
NRC - Disconnect Charge - 1st	U1L2X	\$108.95	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Disconnect Charge - Add'l	U1L2X	\$57.01	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00	
2-Wire ISDN Digital Grade Loop (Standard), per month	U1L2X	NA	NA	NA	\$31.99	NA	NA	NA	NA	NA	
NRC - 1st	U1L2X	NA	NA	NA	\$541.28	NA	NA	NA	NA	NA	
NRC - Add'l	U1L2X	NA	NA	NA	\$431.61	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA	
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	UAL2X	\$15.11	\$15.81	\$13.05	NA	\$15.39	\$14.83	\$17.00	\$20.81	\$18.46	
NRC - 1st	UAL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$280.15	\$600.61	\$640.79	
NRC - Add'l	UAL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$243.91	\$507.33	\$541.94	
NRC - Disconnect Charge - 1st	UAL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	SOMAN	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00	
2-Wire ADSL Loop (Standard), per month	UAL2X	NA	NA	NA	\$11.89	NA	NA	NA	NA	NA	
NRC - 1st	UAL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - Add'l	UAL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA	
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL2X	\$11.76	\$12.12	\$9.15	NA	\$11.61	\$11.60	\$17.00	\$14.86	\$13.46	
NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$280.15	\$600.61	\$640.79	
NRC - Add'l	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$243.91	\$507.33	\$541.94	
NRC - Disconnect Charge - 1st	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00	
2-Wire HDSL Loop (Standard), per month	UHL2X	NA	NA	NA	\$8.51	NA	NA	NA	NA	NA	
NRC - 1st	UHL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - Add'l	UHL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA	
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL4X	\$14.39	\$18.24	\$12.07	NA	\$16.39	\$14.14	\$27.20	\$19.73	\$17.91	
NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$291.43	\$625.11	\$666.70	
NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$255.46	\$532.78	\$568.86	
NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00	
4-Wire HDSL Loop (Standard), per month	UHL4X	NA	NA	NA	\$10.39	NA	NA	NA	NA	NA	
NRC - 1st	UHL4X	NA	NA	NA	\$748.93	NA	NA	NA	NA	NA	
NRC - Add'l	UHL4X	NA	NA	NA	\$646.17	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA	
4-Wire DS1 Digital Loop, per month	USLXX	\$64.65	\$80.00	\$64.52	\$67.96	\$72.86	\$69.59	\$151.50	\$72.55	TBD	
NRC - 1st	USLXX	\$610.13	\$540.00	\$429.98	\$849.80	\$410.38	\$599.09	\$568.96	\$715.77	TBD	
NRC - Add'l	USLXX	\$380.26	\$465.00	\$268.18	\$523.27	\$255.48	\$373.90	\$335.56	\$421.50	TBD	
NRC - Disconnect Charge - 1st	USLXX	\$134.77	NA	NA	NA	\$92.35	\$133.53	NA	NA	NA	
NRC - Disconnect Charge - Add'l	USLXX	\$55.97	NA	NA	NA	\$38.44	\$56.25	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.77	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$49.18	\$55.00	\$34.52	\$55.00	\$33.05	\$48.17	NA	\$48.47	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
4-Wire 56 Kbps Dig Grade Loop, per month	UDL56	\$34.15	\$48.33	\$29.92	NA	\$35.58	\$34.95	\$40.12	\$41.70	\$42.23
NRC - 1st	UDL56	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$642.74	\$602.73	\$643.00
NRC - Add'l	UDL56	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$421.02	\$393.50	\$421.26
NRC - Disconnect Charge - 1st	UDL56	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
NRC - Disconnect Charge - Add'l	UDL56	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
4-Wire 64 Kbps Dig Grade Loop, per month	UDL64	\$34.15	\$48.33	\$29.22	NA	\$35.58	\$34.95	\$40.12	\$41.70	\$42.23
NRC - 1st	UDL64	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$642.74	\$602.73	\$643.00
NRC - Add'l	UDL64	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$421.02	\$393.50	\$421.26
NRC - Disconnect Charge - 1st	UDL64	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
NRC - Disconnect Charge - Add'l	UDL64	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
2-Wire Unbundled Copper Loop, per month	UCLPB	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
NRC - 1st	UCLPB	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00
NRC - Add'l	UCLPB	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
SUB-LOOPS										
Sub-Loop 2-Wire Analog										
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	\$8.57	\$9.12	\$10.83	BFR	NA	NA	NA	\$9.79
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	\$78.28	\$207.01	\$459.85	TBN	TBN	TBN	TBN	\$586.00
NRC - Add'l	USBN2	TBN	\$58.33	\$171.32	\$352.89	TBN	TBN	TBN	TBN	\$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	\$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	\$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	\$9.23
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	TBD	NA	NA	NA	\$459.85	NA	NA	NA	NA	\$587.00
NRC - Add'l	TBD	NA	NA	NA	\$352.89	NA	NA	NA	NA	\$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	TBN	\$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	\$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBN4	TBN	\$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	TBN	\$0.67	\$1.56	\$1.24	NA	NA	NA	NA	\$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVV	TBN	\$225.00	\$225.00	\$225.00	NA	NA	NA	NA	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	TBN	\$98.00	\$98.00	\$98.00	TBN	TBN	TBN	TBN	\$98.00
NRC - Add'l terminal	UENSS	TBN	\$65.00	\$65.00	\$65.00	TBN	TBN	TBN	TBN	\$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	TBN	\$110.00	\$110.00	\$110.00	TBN	TBN	TBN	TBN	\$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	\$35.00	\$35.00	\$35.00	TBN	TBN	TBN	TBN	\$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	\$9.00	\$9.00	\$9.00	TBN	TBN	TBN	TBN	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	\$55.00	\$55.00	\$55.00	TBN	TBN	TBN	TBN	\$55.00
Manual Service Order, NRC	MOCLA	TBN	\$45.00	\$45.00	\$45.00	TBN	TBN	TBN	TBN	\$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	\$792.49	\$724.79	\$757.00	NA	NA	NA	NA	\$683.78
NRC - 1st	UCT8A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT8A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	NA	\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	\$102.12
NRC - 1st	UCT8B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT8B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	NA	\$835.72	\$764.42	\$799.95	NA	NA	NA	NA	\$726.87
NRC - 1st	UCT3A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	\$198.55	\$132.54	\$138.55	NA	NA	NA	NA	\$145.21
NRC - 1st	UCT3B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
DS1 Feeder Interface, per month	UCTFS	NA	\$78.43	\$72.12	\$77.02	NA	NA	NA	NA	\$76.73
NRC 1st	UCTFS	NA	\$422.74	\$425.74	\$418.13	NA	NA	NA	NA	\$418.37
NRC Add'l	UCTFS	NA	\$200.74	\$198.06	\$198.56	NA	NA	NA	NA	\$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	\$2.62	\$2.38	\$2.68	NA	NA	NA	NA	\$2.61
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	\$10.49	\$9.53	\$10.72	NA	NA	NA	NA	\$10.43
NRC 1st	ULCC1	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC1	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	\$15.59	\$14.17	\$15.94	NA	NA	NA	NA	\$15.51
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	\$9.30	\$8.45	\$9.50	NA	NA	NA	NA	\$9.26
NRC 1st	ULCC4	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC4	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Test Circuit, per month	UCTTC	NA	\$45.46	\$41.30	\$46.44	NA	NA	NA	NA	\$45.22
NRC 1st	UCTTC	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	UCTTC	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC5	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC Add'l	ULCC5	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC6	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC6	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	\$18.14	\$25.52	TBD	\$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	\$8.06	\$11.34	TBD	\$13.55	TBD
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	\$327.44	\$400.33	\$316.63	\$394.00	\$308.74	\$454.79	\$375.96	\$399.21	\$380.06
NRC - 1st	UCT8A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	\$67.41	\$70.48	\$65.27	\$72.21	\$76.58	\$73.30	\$65.98	\$71.91	\$68.71
NRC - 1st	UCT8B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	\$375.18	\$450.24	\$362.87	\$445.14	\$385.97	\$506.70	\$422.68	\$450.13	\$428.73
NRC - 1st	UCT3A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	\$111.30	\$118.76	\$110.02	\$121.45	\$129.05	\$123.52	\$111.17	\$121.16	\$115.79
NRC - 1st	UCT3B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 interface, per month	UCTCO	\$6.42	\$6.47	\$6.15	\$403.20	\$7.35	\$6.99	\$6.27	\$6.79	\$6.49
NRC 1st	UCTCO	\$367.70	\$372.32	\$366.72	\$132.18	\$368.54	\$367.80	\$367.04	\$369.13	\$367.41
NRC Add'l	UCTCO	\$132.03	\$133.69	\$130.63	\$132.18	\$132.33	\$132.07	\$131.79	\$132.54	\$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	\$2.55	\$2.66	\$2.44	\$2.79	\$2.91	\$2.77	\$2.48	\$2.69	\$2.58
NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	\$10.19	\$10.67	\$9.76	\$11.18	\$11.66	\$11.10	\$9.95	\$10.76	\$10.30
NRC 1st	ULCC1	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	ULCC1	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$15.15	\$15.85	\$14.51	\$16.62	\$17.33	\$16.46	\$14.80	\$16.01	\$15.32
NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.04	\$9.44	\$8.65	\$9.91	\$10.34	\$9.83	\$8.82	\$9.55	\$9.13
NRC 1st	ULCC4	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	ULCC4	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Test Circuit, per month	UCTTC	\$44.16	\$46.14	\$42.30	\$48.43	\$50.53	\$47.85	\$43.13	\$46.66	\$44.65
NRC 1st	UCTTC	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	UCTTC	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month	(++) Bus = TNPBL Res = TNPRL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
NRC - 1st (Residence)	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
NRC - Add'l (Residence)	UEPRL	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.2
NRC - 1st (Business)	UEPBL	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.3
NRC - Add'l (Business)	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.4
NRC - Disconnect Charge - 1st	UEPBL	\$5.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPBL	\$5.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	UEP++	\$7.62	NA	NA	NA	NA	\$8.86	NA	\$8.64	NA
NRC - 1st (all types)	UEP++	\$46.65	NA	NA	NA	NA	\$44.40	NA	\$61.22	NA
NRC - Add'l (all types)	UEP++	\$46.65	NA	NA	NA	NA	\$44.40	NA	\$61.22	NA
NRC - Disconnect Charge - 1st	UEP++	\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	UEP++	NA	NA	NA	NA	NA	\$5.42	NA	\$5.38	NA
NRC - 1st (all types)	UEP++	NA	NA	NA	NA	NA	\$26.04	NA	\$29.51	NA
NRC - Add'l (all types)	UEP++	NA	NA	NA	NA	NA	\$26.04	NA	\$29.51	NA
NRC - Disconnect Charge - 1st	UEP++	NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$3.15	\$2.28	NA
NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$24.17	\$3.50	NA
NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$9.63	\$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.63	\$12.68	\$12.08	\$12.68
NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$50.00	\$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$18.00	\$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$120.00	\$130.23	\$120.00
NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$145.00	\$60.00	To be negotiated

BELLSOUTH/CLEC-1 RATES
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AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$126.09	\$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$12.50	\$33.74	\$1.90
NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$75.81	\$65.79	BST GSST A4.3.1
NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$56.91	\$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$246.00	\$214.79	\$308.00
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$113.86	\$278.37	To be negotiated
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$95.80	\$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month	UEPPC	\$2.07	NA	\$1.85	NA	\$2.20	\$2.11	NA	\$2.35	NA
NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
NRC - Add'l	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
NRC - Disconnect Charge - 1st	UEPPC	\$5.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPPC	\$5.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA

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DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	NA	\$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	\$0.29	NA	See features	NA	See features	NA	NA
NRC - 1st	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA	NA
NRC - Add'l	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA	NA
Coin Port, per month		\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90	
NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1	
NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1	
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.57	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES											
Local Switching Features offered with Port, Per month (5)	N/A	NA	No add'l charge	NA	No add'l charge	\$8.28	NA	NA	See above	NA	NA
Three-Way Calling, per month		\$1.12	NA	NA	NA	NA	\$1.32	NA	\$1.10	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Customer Changeable Speed Calling, per month		\$0.08	NA	NA	NA	NA	\$0.0755	NA	\$0.1247	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Call Waiting		\$0.03	NA	NA	NA	NA	\$0.033	NA	\$0.0665	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4859	NA	\$0.3743	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Cancel Call Waiting, per month		\$0.01	NA	NA	NA	NA	\$0.0082	NA	\$0.0099	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Automatic Callback, per month		\$0.29	NA	NA	NA	NA	\$0.9977	NA	\$0.8015	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Automatic Recall, per month		\$0.28	NA	NA	NA	NA	\$0.3164	NA	\$0.3102	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Calling Number Delivery, per month		\$0.22	NA	NA	NA	NA	\$0.1817	NA	\$0.3272	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Calling Number Delivery Blocking, per month		\$1.17	NA	NA	NA	NA	\$0.9913	NA	\$0.3684	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Customer Originated Trace, per month		\$0.14	NA	NA	NA	NA	\$0.1918	NA	\$0.1402	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Selective Call Rejection, per month		\$0.13	NA	NA	NA	NA	\$0.1721	NA	\$0.1528	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	NA
Selective Call Forwarding, per month		\$0.05	NA	NA	NA	NA	\$0.1050	NA	\$0.1287	NA	NA

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DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	NA	\$0.3283	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Multiline Hunt Service (Rotary)											
Service per line, (in addition to port) , per month		\$0.11	NA	NA	NA	NA	\$0.1271	NA	\$0.1301	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	NA	\$0.0768	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call Forwarding Busy Line, per month		\$0.03	NA	NA	NA	NA	\$0.0279	NA	\$0.0603	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call Forwarding Don't Answer All Calls, per month		\$0.03	NA	NA	NA	NA	\$0.0308	NA	\$0.0655	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	NA	\$1.41	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	NA	\$0.1392	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	NA	\$0.0677	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	NA	\$0.0743	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Message Waiting Indicator – Stutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0356	NA	\$0.0318	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	NA	\$1.13	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$0.5015	NA	\$0.3513	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	NA	\$0.0891	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
ISDN Bridged Call Exclusion, per month		\$0.00	NA	NA	NA	NA	\$0.0013	NA	\$0.0013	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	NA	\$0.3621	NA	
NRC		\$28.94	NA	NA	NA	NA	\$28.61	NA	\$33.36	NA	
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA	
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	NA	\$0.0116	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	NA	\$0.1048	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	NA	\$0.0101	NA	
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA	
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA	

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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	NA	\$0.2149	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		\$0.04	NA	NA	NA	NA	\$0.0464	NA	\$0.0708	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Park, per month		\$0.04	NA	NA	NA	NA	\$0.0443	NA	\$0.0694	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Line, per month		\$0.09	NA	NA	NA	NA	\$0.1111	NA	\$0.1179	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Message Waiting Indication-Lamp, per month		\$0.01	NA	NA	NA	NA	\$0.0105	NA	\$0.0138	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	NA	\$1.36	NA
NRC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.71	NA
NRC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	NA	\$7.35	NA
NRC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA
NRC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.004	\$0.0019295	\$0.0019
End Office Switching Function, add'l mou (6)	N/A	NA	\$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	\$0.0002	NA	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0015	\$0.0006843	\$0.000676
Tandem Interoffice Trunk Port - Shared per mou	N/A	\$0.00033	NA	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA

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DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00004	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00036	\$0.0004672	\$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	\$0.03390	NA	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	\$18.49	NA	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - 1st	1L5XX	\$144.27	NA	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	NA	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.54	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.0339	\$0.0252	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.17
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$17.81	\$21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - 1st	1L5XX	\$144.27	\$137.15	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	\$64.45	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.6013	\$0.4523	\$0.45	\$0.7831	\$0.6598	\$0.5759	\$0.7598	\$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.32	\$94.98	\$75.83
NRC - 1st	U1TF1	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53
NRC - Add'l	U1TF1	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.83	\$38.12	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$11.93	\$10.25	\$7.07	\$12.06	\$16.15	\$15.02	\$11.62	\$19.14	\$6.88
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$736.60	\$994.83	\$743.41	\$1,112.02	\$1,131.09	\$744.38	\$815.01	\$904.49	\$840.61
NRC - 1st	U1TF3	\$877.36	\$884.71	\$878.95	\$858.75	\$883.62	\$812.30	\$854.47	\$856.96	\$877.70
NRC - Add'l	U1TF3	\$540.46	\$552.81	\$542.61	\$524.95	\$545.50	\$596.55	\$521.23	\$522.20	\$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$99.02	\$92.05	\$97.23	\$99.09	\$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$101.69	\$92.05	\$97.23	\$99.09	\$102.75
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring	N/A	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
NRC - 1st	N/A	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$556.57	\$554.00	\$254.14
NRC - Add'l	N/A	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$90.19	\$88.58	\$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.54	\$41.57	\$598.80	\$43.75	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	NA	\$19.46	\$27.39	\$102.94	\$13.55	\$23.84
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring	N/A	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.88	\$18.05	\$20.14
NRC - 1st	N/A	\$581.14	\$77.33	\$368.44	\$585.15	\$407.11	\$573.83	\$565.05	\$562.46	\$257.05
NRC - Add'l	N/A	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$93.16	\$91.57	\$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$29.54	\$41.57	\$607.28	\$43.64	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$105.94	\$13.55	\$23.84
Local Channel - Dedicated - DS1										
Monthly Recurring	TMECS	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.69	\$37.20	\$40.27
NRC - 1st	TMECS	\$549.85	\$246.50	\$356.15	\$538.95	\$396.86	\$588.53	\$537.66	\$534.81	\$343.71
NRC - Add'l	TMECS	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$465.45	\$462.81	\$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$623.92	\$87.99	\$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$21.75
Local Channel - Dedicated - DS3										
Monthly Recurring	TMECS	NA	NA	NA	NA	NA	\$533.33	NA	NA	NA
NRC - 1st	TMECS	NA	NA	NA	NA	NA	\$569.08	NA	NA	NA
NRC - Add'l	TMECS	NA	NA	NA	NA	NA	\$534.58	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)			TBD							
8XX Access Ten Digit Screening (all types), per call (8)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	NA	\$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$27.00	\$6.38	\$30.00
NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.50	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$61.00	\$22.63	\$67.50
NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$1.50	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$61.00	\$22.63	\$67.50
NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$1.50	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00
NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$1.50	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$3.50	\$6.60	\$3.50
NRC - Add'l	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$2.00	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$41.00	\$7.34	\$48.50
NRC - Add'l	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.50	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00
NRC - Add'l	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.041003	\$0.0141003	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	pending
NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$355.00	\$156.33	\$355.00
CCS7 Signaling Usage, per ISUP message		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	NA	\$0.0000452	\$0.000023
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	NA	\$0.0001108	\$0.00005
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	NA	\$396.55	\$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.06	\$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.06	\$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	\$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.11	\$0.10	\$0.0776409	\$0.0856	\$0.10	\$0.1072884	\$0.09	\$0.1115808	\$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.09	\$0.1293459	\$0.15
Professional recording of name (OCP alone)	USOD1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Professional recording of name (DA and OCP alone)	USOD1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	NA	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	NA	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.111	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.0598	\$0.03	\$0.0348712	\$0.058	\$0.04	\$0.0425585	\$0.036	\$0.0638883	\$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0077	\$0.0124036	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		\$0.26	\$0.25	\$0.2124568	\$0.3136	\$0.20	\$0.2617159	\$0.271744	\$0.2619983	NA
Professional recording of name (DA alone)		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Professional recording of name (DA and OCP alone)		\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
DRAM or front-end loading, per TOPS switch		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS		\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	BSTs FCC 1 Sec 9	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	BSTs FCC 1 Sec 9	\$534.81	\$868.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	BSTs FCC 1 Sec 9	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	BSTs FCC 1 Sec 9	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	BSTs FCC 1 Sec 9	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	BSTs FCC 1 Sec 9	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	BSTs FCC 1 Sec 9	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	BSTs FCC 1 Sec 9	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	BSTs FCC 1 Sec 9	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	BSTs FCC 1 Sec 9	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	BSTs FCC 1 Sec 9	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	BSTs FCC 1 Sec 9	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025257	\$0.0023713	BSTs FCC 1 Sec 9	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	BSTs FCC 1 Sec 9	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	BSTs FCC 1 Sec 9	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	BSTs FCC 1 Sec 9	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.00072	\$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$97.39	\$127.23	NA
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$5,000.00	\$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.023	\$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	\$1,118.00	\$820.00	\$788.24	\$1,186.94	\$786.82	\$1,097.00	\$1,000.00	\$1,173.00	NA
NRC - Disconnect	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA	NA
AIN (10)										TBD
AIN, per message	CAM	NA	\$0.00004 (interim)	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM									NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	NA	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	NA	\$87.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	NA	\$87.29	NA
NRC - Disconnect	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	NA	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	NA	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	NA	\$0.0028	NA
Session per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0975650	NA	\$0.0942966	NA
C0, Performed Session, per minute	N/A	\$2.08	NA	\$2.08	NA	\$1.97	\$2.09	NA	\$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	NA	\$291.41	NA
NRC - Disconnect	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$8,315.00	\$8,379.00	NA	\$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	NA	\$73.02	NA
NRC - Disconnect	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	NA	\$73.02	NA
NRC - Disconnect	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	NA	\$73.02	NA
NRC - Disconnect	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	NA	\$150.25	NA
NRC - Disconnect	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	NA	\$150.25	NA
NRC - Disconnect	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	NA	\$150.25	NA
NRC - Disconnect	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Query Charge, per query	N/A	\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	NA	\$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	NA	\$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	NA	\$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	NA	\$15.93	NA
NRC	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	NA	\$72.15	NA
NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	NA	\$0.0872769	NA
NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	NA	\$47.35	NA
NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	NA	\$15.84	NA
NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	NA	\$72.15	NA
NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	NA	\$0.0029092	NA
NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	NA	\$47.35	NA
NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (11)										
Per Line or PBX Trunk, each		NA	NA	NA	\$10.00 (Interim Rate)	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
VIRTUAL COLLOCATION										
2-wire Cross-Connect										
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.30	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$19.20	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$19.20	\$38.94	\$19.20
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.50	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$19.20	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$19.20	\$38.90	\$19.20
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request 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 BFR/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	When CLEC buys the switch at the network element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges. (NC)
6	This rate element is for use in those states with a different rate for additional minutes of use.
7	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. (FL)
8	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.
9	This charge is only applicable where signaling usage measurement or billing capability does not exist.
10	Prices for AIN to be determined upon development of mediation device. (TN)
11	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	NA	\$0.0023771	\$0.004	\$0.0019295	\$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0015	\$0.0006843	\$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit only)		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
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	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00004	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00036	\$0.0004672	\$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	\$0.03390	NA	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	\$18.49	NA	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - 1st	1L5XX	\$144.27	NA	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	NA	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.54	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.0339	\$0.0252	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.17
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$17.81	\$21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - 1st	1L5XX	\$144.27	\$137.15	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	\$64.45	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.6013	\$0.4523	\$0.45	\$0.7831	\$0.6598	\$0.5759	\$0.7598	\$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.32	\$94.98	\$75.83
NRC - 1st	U1TF1	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53
NRC - Add'l	U1TF1	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.83	\$38.12	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$12.56	\$10.22	\$6.53	\$12.62	\$14.04	\$15.02	\$13.00	\$19.08	\$5.89
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$771.60	\$984.55	\$725.53	\$1,204.00	\$1,101.00	\$744.38	\$720.65	\$960.82	\$760.20
NRC - 1st	U1TF3	\$961.93	\$772.93	\$778.80	\$946.23	\$713.57	\$812.30	\$798.95	\$941.07	\$729.27
NRC - Add'l	U1TF3	\$532.45	\$435.92	\$439.62	\$516.89	\$404.36	\$596.55	\$582.33	\$503.72	\$411.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring	N/A	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
NRC - 1st	N/A	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$556.57	\$554.00	\$254.14
NRC - Add'l	N/A	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$90.19	\$88.58	\$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.54	\$41.57	\$598.80	\$43.75	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	NA	\$19.46	\$27.39	\$102.94	\$13.55	\$23.84
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring	N/A	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.88	\$18.05	\$20.14
NRC - 1st	N/A	\$581.14	\$477.33	\$368.44	\$585.15	\$407.11	\$573.83	\$565.05	\$562.46	\$257.05

**BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION**

		RATES BY STATE									
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Add'l	N/A	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$93.16	\$91.57	\$30.34	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$29.54	\$41.57	\$607.28	\$43.64	\$33.65	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$105.94	\$13.55	\$23.84	
Local Channel - Dedicated - DS1											
Monthly Recurring	TMECS	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.69	\$37.20	\$40.27	
NRC - 1st	TMECS	\$549.85	\$246.50	\$356.15	\$538.95	\$396.86	\$588.53	\$537.66	\$534.81	\$343.71	
NRC - Add'l	TMECS	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$465.45	\$462.81	\$277.86	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$623.92	\$87.99	\$23.51	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$21.75	
Local Channel - Dedicated - DS3											
Monthly Recurring	TMECS	NA	NA	NA	NA	NA	\$533.33	NA	NA	NA	
NRC - 1st	TMECS	NA	NA	NA	NA	NA	\$569.08	NA	NA	NA	
NRC - Add'l	TMECS	NA	NA	NA	NA	NA	\$534.58	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA	
NOTES:											
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.											

BELLSOUTH/CLEC-1 RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)											
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA	
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	\$1.15	NA	NA	
RCF, per number ported (Business Line)	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	NA	\$2.17	\$1.50	
NRC	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	NA	\$0.7046	NA	
NRC - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA	
RCF, per number ported (Residence Line)	TNPRL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	NA	\$2.17	\$1.25	
NRC	TNPRL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	NA	\$0.7046	NA	
NRC - Disconnect Charge	TNPRL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA	
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	\$0.32	NA	\$0.2836	NA	\$0.38	\$0.3838	NA	\$0.3854	\$0.50	
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD										
NRC - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	None	\$1.37	\$25.00	
NRC - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	None	\$1.37	\$25.00	
NRC - Disconnect - 1st	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Disconnect - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID											
DID per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	NA	\$2.25	NA	
DID per number ported, Residence - NRC - Disconnect	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	
DID per number ported, Business - NRC	TNPDB	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	NA	\$2.25	NA	
DID per number ported, Business - NRC - Disconnect	TNPDB	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	
DID per service order, per location											
NRC - 1st	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.37	NA	
NRC - Add'l	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.37	NA	
NRC - Disconnect - 1st	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA	
NRC - Disconnect - Add'l	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
DID, per trunk termination, Initial	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	NA	\$13.16	NA	
DID, per trunk termination, Initial - NRC	TNPT2	\$173.73	NA	\$135.47	NA	\$129.69	\$171.68	NA	\$218.03	NA	
DID, per trunk termination, Initial - Disconnect	TNPT2	\$50.43	NA	NA	NA	\$37.85	\$49.86	NA	NA	NA	
DID, per trunk termination, Subsequent	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	NA	\$13.16	NA	
DID, per trunk termination, Subsequent - NRC	TNPT2	\$51.35	NA	\$39.53	NA	\$37.85	\$50.69	NA	\$73.63	NA	
DID, per trunk termination, Subsequent - Disconnect	TNPT2	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	NA	NA	

NOTES:

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1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

BELLSOUTH/CLEC-1 RATES
ODUF/EODUF/ADUF/CMDS

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ADUF: Message Processing, per magnetic tape provisioned	N/A	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										