

EXECUTIVE SUMMARY
of
ITC^DeltaCom and
BellSouth Standard Interconnection Agreement

Agreement Effective Date: June 14, 2000	Agreement Expiration Date: June 13, 2002
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Pat Finlen	Negotiator Tel No: 404-927-8389
Location of Executive Summary: t:\hendrix\Finlen/Delatacom/319 Amendment	Location of Interconnection Agreement: t:\hendrix\Finlen/Delatacom/319 Amendment

Attachment Name/Number	Section Number	Version Date	No Deviation	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Terms/Conditions PartA	1	2/29/00					
	2	2/29/00					
	3	2/29/00					
	4	2/29/00					
	5	2/29/00					Termination of agreement: ITC may terminate any combination in this agreement w/30 days written notice. If a party is in breach of a material term or condition-the defaulting party has 10 bus. Days from notice to cure.
	6	2/29/00					
	7	2/29/00					
	8	2/29/00					
	9	2/29/00					
	10	2/29/00					
	11	2/29/00					
	12	2/29/00					

Version1Q00

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	13	2/29/00					
	14	2/29/00					
	15	2/29/00					
	16	2/29/00					
	17	2/29/00					
	18	2/29/00					
	19	2/29/00					
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	22	2/29/00					
	23	2/29/00					
	24	2/29/00					
	25	2/29/00					
	26	2/29/00					
Attachment 1	1						Loop Port provisions
	Exhibit A						Added the GA rates for conversion charge \$2.01 1 st and \$.31 for additional for all states.

COMBINATION AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom, hereinafter referred to as ("ITC^DeltaCom") an Alabama corporation. This agreement may refer to either BellSouth or ITC^DeltaCom or both as a "Party" or "Parties. "

RECITALS

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

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

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, ITC^DeltaCom is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act; and

WHEREAS, BellSouth and ITC^DeltaCom have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement to replace the existing Agreement between the Parties, which expired on June 30, 1999, ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute a new agreement, BellSouth and ITC^DeltaCom shall continue to operate under the rates, terms and conditions of the Expired Agreement; and

WHEREAS, BellSouth and ITC^DeltaCom are currently involved in an arbitration proceeding before the Georgia Public Service Commission (the "Commission") to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, during the pendency of the negotiations the Commission entered an Order dated February 1, 2000, in Docket No. 10692-U, In Re: General Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements (the "UNE Order"); and

WHEREAS, during the pendency to the negotiations the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order ("UNE Remand Order").

WHEREAS, BellSouth and ITC^DeltaCom desire to implement the UNE Order and the FCC UNE Remand Order on an interim basis until such time as a new Agreement is executed by the Parties upon completion of the arbitration proceeding;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Interim Agreement, ITC^DeltaCom and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

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

GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to ITC^DeltaCom certain combinations of unbundled Network Elements ("Combinations") set forth in Attachment 1. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Combinations provided pursuant to this Agreement may be connected by ITC^DeltaCom to other Combinations provided by BellSouth, or to any network components or services provided by ITC^DeltaCom itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement, ITC^DeltaCom may at any time add, delete, relocate or modify any Combination purchased hereunder. Termination of any Services of Elements shall be handled pursuant to Section 5 of the General Terms and Conditions of this Agreement.
- 1.2 BellSouth shall not discontinue Combinations provided hereunder without the prior written consent to ITC^DeltaCom. Such consent shall not be unreasonably withheld. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or ITC^DeltaCom end users who may be purchasing any such Combination that is discontinued.
- 1.3 BellSouth and ITC^DeltaCom may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.
- 1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

2. Interpretation and Construction

- 2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.
- 2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, ITC^DeltaCom or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).
- 2.6 Subject to the terms set forth in Exhibit A regarding rates and charges, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2.

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date").

4. Term of the Agreement

- 4.1 This Agreement shall remain in effect until such time as the Parties execute a new agreement upon an effective order by the Commission resolving the disputes at issue in the pending arbitration proceeding.
- 4.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

5. Termination of Agreement; Transitional Support

- 5.1 ITC^DeltaCom may terminate any Combination provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such combinations in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, ITC^DeltaCom's liability shall be limited to payment of the amounts due for any terminated Combinations provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 7, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to ITC^DeltaCom or another vendor such that the level and quality of the Combinations is not degraded and to exercise its best efforts to effect an orderly and efficient transition. ITC^DeltaCom agrees that it may not terminate the entire Agreement pursuant to this section.
- 5.2 if a party is in breach of a material term or condition of this agreement ("defaulting party"), the other party shall provide written notice of such breach to the defaulting party. The defaulting party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the parties shall follow the dispute resolution procedure set forth in Section 12 of the General Terms and Conditions of this Agreement.

6. Parity

- 6.1 To the extent technically feasible, the quality of a Combination provided pursuant to Attachment 1 of this Agreement, as well as the quality of the access to such

Combinations provided by BellSouth to ITC^DeltaCom, shall be at least equal in quality to that which BellSouth provides to itself.

7. Liability and Indemnification

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

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

7.3 Limitation of Liability.

7.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ITC^DeltaCom, any ITC^DeltaCom customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ITC^DeltaCom pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, ITC^DeltaCom's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ITC^DeltaCom, any ITC^DeltaCom customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by ITC^DeltaCom resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Likewise, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of ITC^DeltaCom and claims for damages by BellSouth resulting from the failure of ITC^DeltaCom to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Willful misconduct as used in this Section shall not include either Party's actions in reliance upon a reasonable interpretation of any term of this Agreement, even if such interpretation is

ultimately found to be erroneous by a State Commission, the FCC or a court of competent jurisdiction.

7.3.2 Limitations in Tariffs. Subject to the provisions of 6.3.1, a Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

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

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

7.4 Indemnification for Certain Claims. BellSouth and ITC^DeltaCom providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement; provided that in the event of a claim arising under this Section 6.4(2), to the

extent any claim, loss or damage is caused by the gross negligence or willful misconduct of the providing party, the receiving Party shall have no obligation to indemnify, defend or hold harmless the providing Party hereunder, subject to the other terms of this Section 6.

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

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

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

To the extent technically feasible, BellSouth maintains call detail records for ITC^DeltaCom end users for limited time periods and can respond to subpoenas and court ordered requests for information. BellSouth shall maintain such information for ITC^DeltaCom end users for the same length of time it maintains such information for its own end users.

8.1 ITC^DeltaCom agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to ITC^DeltaCom end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

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

8.3 In cases where the timing of the response to the law enforcement agency prohibits ITC^DeltaCom from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, ITC^DeltaCom will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to ITC^DeltaCom and bill

ITC^DeltaCom for the information. ITC^DeltaCom agrees to reimburse BellSouth for the call detail information provided.

- 8.4 ITC^DeltaCom will provide ITC^DeltaCom end user and/or other customer information that is available to ITC^DeltaCom in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests ITC^DeltaCom end user and/or other customer information to ITC^DeltaCom for the purpose of providing this information to the law enforcement agency.

9. Intellectual Property Rights and Indemnification

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

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

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.

Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to

assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or Information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

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

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

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

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice under the circumstances, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

10. Treatment of Proprietary and Confidential Information

10.1 Confidential Information. It may be necessary for BellSouth and ITC^DeltaCom to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account

data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ITC^DeltaCom shall receive such Information and not disclose such Information. BellSouth and ITC^DeltaCom shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ITC^DeltaCom with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ITC^DeltaCom will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Where customer specific information or critical network information is communicated orally to designated company representatives in furtherance of this Agreement, both Parties agree that those employees shall protect such Information from disclosure to anyone except employees of BellSouth and ITC^DeltaCom with a need to know such Information.

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

11. Assignments

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

12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the Commission, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it

may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

14. Taxes

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

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

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

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

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

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

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

14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees

to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 14.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 14.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 14.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 14.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents

between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 14.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 14.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 14.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any

reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

15. Force Majeure

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

16. Modification of Agreement

- 16.1 BellSouth shall make available to ITC^DeltaCom, pursuant to 47 USC § 252, the FCC rules and regulations and the Supreme Court Order in AT&T Corporation v. Iowa Utilities Board regarding such availability, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 16.4 In the event that any final and effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ITC^DeltaCom or BellSouth to perform any material terms of this Agreement,

ITC^DeltaCom or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

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

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

17. Waivers

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

18. Governing Law

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

19. Arm's Length Negotiations

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

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

ITC^DeltaCom
Senior Manager – Industry Relations
1530 DeltaCom Drive
PO Box 787
Anniston, AL 36202

and

Director – Regulatory Affairs
4092 South Memorial Parkway
Huntsville, AL 35802

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

- 20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 BellSouth shall provide ITC^DeltaCom 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies ITC^DeltaCom of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ITC^DeltaCom of such revisions consistent with its internal notification process. ITC^DeltaCom may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. ITC^DeltaCom may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Performance Standards and Measures

For purposes of this Agreement, Performance Standards and Measures shall be governed by the terms and conditions in the Expired Agreement.

25. Changes in Subscriber Carrier Selection

25.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an ITC^DeltaCom Customer or another LEC in order to process an ITC^DeltaCom order for Combinations for an ITC^DeltaCom End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, ITC^DeltaCom shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by ITC^DeltaCom under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

25.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint

shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

26. **Entire Agreement**

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

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

BellSouth Telecommunications, Inc.

ITC^DeltaCom Communications, Inc.

Signature on file
Signature

Signature on file
Signature

Jerry D. Hendrix
Name

Christopher J. Rozycki
Name

Sr. Director
Title

Director, Regulatory Affairs
Title

6/14/2000
Date

6/12/2000
Date

1. Port/Loop Combinations
 - 1.1 At ITC^DeltaCom's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 1.1.1 and 1.1.2 below.
 - 1.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.
 - 1.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to ITC^DeltaCom if ITC^DeltaCom's customer has 4 or more DS0 equivalent lines.
 - 1.2 Definition
 - 1.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
 - 1.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 1.4 following provides the combinations of port and loop network elements that may be ordered by ITC^DeltaCom when Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 1.1.2 above.
 - 1.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to ITC^DeltaCom regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 1.1.2 above.
 - 1.3 Rates for Combinations of Loop and Port Network Elements
 - 1.3.1 Rates for combinations of loop and port network elements, as set forth in Section 1.4, are provided in Exhibit B of this Amendment.
 - 1.3.2 Rates for Circuit Switching
 - 1.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 1.1, to provide circuit switching are as set forth in Exhibit B of this Amendment.
 - 1.4 Combination Offerings
 - 1.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per

Attachment 1

MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 1.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

BELLSOUTH/ITC*DELTACOM
UNBUNDLED COMBINATION RATES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Customers with 4 or more DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
All other MSAs in BellSouth Region										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	\$14.34	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	\$12.59	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	\$14.26	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	\$21.62	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop	UEPLX	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
RC - Exchange Port - 2-Wire Line Port	TBD	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.77	\$2.01	\$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	\$0.31	\$0.31	\$0.3108	\$0.31	\$0.31	\$0.31	\$0.40	\$0.31	\$0.31
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USACC2	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.77	\$2.01	\$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USACC2	\$0.31	\$0.31	\$0.3108	\$0.31	\$0.31	\$0.31	\$0.40	\$0.31	\$0.31
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.77	\$2.01	\$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	NA	NA	\$33.67	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	NA	NA	\$7.88	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	\$19.99	\$19.99	NA	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	\$14.34	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	\$12.59	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	\$14.26	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	\$21.62	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop	UEPLX	Note 3	Note 3	NA	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
RC - Exchange Port - 2-Wire Line Port	TBD	Note 3	Note 3	NA	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	Note 3	Note 3	\$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	Note 3	Note 3	\$0.3108	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USACC2	Note 3	Note 3	\$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USACC2	Note 3	Note 3	\$0.3108	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.77	\$2.01	\$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	\$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	\$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
MARKET RATES (INCLUDING ALL VERTICAL FEATURES)										

BELLSOUTH/ITC*DELTACOM
UNBUNDLED COMBINATION RATES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
2-Wire Analog Loop, per month	UEPLX	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC	TBD	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Manual Service Order	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Not Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
2-Wire Analog Loop, per month	UEPLX	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC	TBD	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$10.00	\$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Manual Service Order	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NOTES:										
1	In the absence of ordered rates by a State Commission, the rates for Currently Combined combinations of loop and port network elements will be the sum of the stand alone recurring rates of the UNEs which make up the combinations.									
2	For Georgia, on an interim basis, for those currently combined port/loop combinations defined by the Georgia Public Service Commission as not currently combined, the non-recurring and recurring rates for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring rates of the UNEs which make up the combinations.									
3	Where BellSouth is not required to provide combinations of loop/port network elements, the rates for the 2-wire voice grade loop with 2-wire line port combination will be as follows: the recurring charges will be the sum of the stand-alone UNE loop rates and the Market Rates for the port as set forth in this Exhibit. The non-recurring charges associated with these combinations are those non-recurring charges as set forth in this Exhibit under Market Rates.									
4	Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.									
5	The Extended Area Calling Plans set forth in the stand-alone UNE Port rates section will apply to combinations of the loop/port network elements.									
6	Deaveraged rates by zone will be available, where indicated, effective May 1, 2000.									